

questions which were put on the floor of the House and those questions which were permitted by the Hon'ble Speaker to be put as 'silly questions.' Sir, I have also enclosed a copy along with the letter addressed to you yesterday and I wish to refer only to one short para for the benefit of the Members of the House.

Mr. SPEAKER.—I have gone through the article. I have got that paper with me.

Sri K. PUTTASWAMY.—Yes Sir, this is a matter which has to be discussed by the Assembly and then the Speaker has to give his ruling whether there is a *prima facie* case of breach of privilege or not. Para 2 of this Article reads like this :

“ However, those who presume the name of the Opposition in the Mysore Legislative Assembly apparently forgot all canons of decency and democracy when they heckled Mr. Hanumanthaiya with a number of silly questions concerning Editor Karanjia's stay at Ooty and Mysore as a State guest.”

And while concluding, he has called these members who put questions as howling Jackals.

Mr. SPEAKER.—You are discussing the merits of the case. You have handed over the notice of the motion. It is for me to decide whether there is any *prima facie* case of breach of privilege or not.

Sri N. C. NAGAI AH REDDY (Goribidnur).—No, I want to know under what authority you say like this Mr. Speaker.

Mr. SPEAKER.—I will give my authority, Sri Nagaiah Reddy.

Sri K. PUTTASWAMY.—My humble submission to the Speaker was that this is a matter on which discussion should be allowed in the House and then, of course, whatever the ruling of the Chair, it is the duty, bounden duty of all of us, to obey that ruling.

Mr. SPEAKER.—I want to know under what sub-rule you find that

this must be discussed in the House. Please point out under Rule 173.

Sri K. PUTTASWAMY.—Sir, I was making a motion.

Mr. SPEAKER.—You can move the motion provided the Chair allows you to do so.

Sri R. ANANTARAMAN (Chamarajpet).—At least a *prima facie* case must be made out, Mr. Speaker.

Mr. SPEAKER.—I have not given my ruling. I do not know why an Hon'ble Member of this August Body should think otherwise.

Sri N. C. NAGAI AH REDDY.—Before you give your ruling, you must allow it to be discussed in the Assembly.

Mr. SPEAKER.—Where is it stated that you have a right to discuss, please?

Sri N. C. NAGAI AH REDDY.—It concerns the House and I have a right to discuss the matter.

Mr. SPEAKER.—We will see about it after lunch.

Sri K. PUTTASWAMY.—I request the indulgence of the Chair.

Mr. SPEAKER.—No, not now. I have not allowed you to speak.

Sri K. PUTTASWAMY.—Sir, under 173 (2) it has to take precedence over other business.

Mr. SPEAKER.—You have already said so much. I will go through it carefully and give my ruling in the afternoon.

We will now take up the Andhra State Bill.

## ANDHRA STATE BILL, 1953.

### CLAUSES.

Sri J. MOHAMED IMAM (Jagalur).—Sir, before proceeding further, I want one clarification from the Government. It was announced in this morning's radio that the Government of India propose to introduce a new Bill called the Thungabhadra Bill. Have the Government any information about this?

Sri A. G. RAMACHANDRA RAO (Minister for Law and Education).—No other information apart from the radio information, as you say.

Sri J. MOHAMED IMAM.—Are they going to consult this House again regarding that Bill and what about the present provisions relating to Thungabhadra Project? I request the Government to make immediate enquiries and ascertain if possible through telephone as to what it is and whether it would cast any obligations on the Mysore Government and whether they are going to consult us. Because, we find so many things are happening that Mysore Government will have to be consulted. This Thungabhadra Bill has taken us by surprise. Lest we may be at a disadvantage, let the Government enter into communication with the Centre and ascertain what this new Thungabhadra Bill is and what are its provisions and whether we shall be consulted before the Bill is introduced in the Parliament.

Sri A. G. RAMACHANDRA RAO.—Yes, we shall try to get as much information as possible early. Meanwhile, at present we have no more to add to the radio information.

Sri V. M. MASCARENHAS (St. John's Hill).—Mr. Speaker, we were discussing yesterday Clause 62-A of the Andhra State Bill. If this Clause is to be passed as it stands, I may say the Thungabhadra project will become the apple of discord among the States of Mysore, Andhra and Hyderabad, causing perhaps endless strife and misunderstanding in the future. Speaking on this clause yesterday, my friend, Sri Bheemappa Naik rightly pointed out that whatever may be the other conditions, the administrative control of this project should be in the hands of Mysore. I should think that this should be the case because the project is in Mysore territory and we naturally could not allow any interference from outside or an out-

side agency to come and operate in our territory.

A suggestion has been made by some Member, if I remember aright, that the whole control could be passed over to the Centre, with a kind of a Board having representatives each from Mysore, Andhra and Hyderabad. While the suggestion is good in its own way, I am afraid it is not very wholesome as we know that any kind of control from the Centre is not only more expensive but also very tardy. We have a very peculiar situation here. Territorially we are the masters of the Project; financially Andhras or Madras are the masters of the Project. Andhras who have practically financed the whole scheme will naturally like to have a predominant voice not only in the management of this Project but also in its administrative affairs. I do not think their cause can be dropped unless the situation changes and as far as we stand in Mysore, if we are not prepared to give over administrative control to any one else, we must think of a solution whereby this can be obviated. I feel a satisfactory solution would be this. Mysore, in turn, which now has a very small fraction of its capital in the assets of the project must naturally become a bigger shareholder than what it is to-day. If, out of the Rs. 19 crores, Madras or Andhra has subscribed towards the project, Mysore could take a fairly big part of that sum, we would then be in a position to be considered as equal partners with Andhra, and the territory being ours, we would have the administrative control. I would, therefore, suggest that Mysore take a share of about Rs. 10-12 crores of capital in the form of a 50-100 year loan carrying 3-4 per cent interest, then the ratios would be, Mysore with a capital of Rs. 10 crores, Madras with a capital of Rs. 9 crores and Hyderabad with a capital of Rs. 6 crores, thus giving Mysore State a predominant voice in the management of this project. Unless such a thing is done, I am afraid that the future of



Mysore and the future of this Project is in great danger, and I would earnestly entreat the Government not to be in a hurry and not to venture into the whole scheme unless and until they have given it their careful consideration.

ಶ್ರೀ ಎಸ್. ಆರ್. ನಾಗಪ್ಪ ಶೆಟ್ಟಿ (ಶಿವಮೊಗ್ಗ).— ಮಾನ್ಯ ಅಧ್ಯಕ್ಷರೇ, ಈ ತುಂಗಭದ್ರಾ ಪ್ರಾಜೆಕ್ಟ್‌ನ ಯೋಜನೆ ನನಗೆ ಹೇಗೆ ಅರ್ಥವಾಗುತ್ತದೆಯೆಂದರೆ, 'ಮದುವೆ ಆಗಿ ಹೋಗಲಿ, ಆಮೇಲೆ ವರದಕ್ಷಿಣೆ ವಿಚಾರ ಮಾತನಾಡೋಣ' ಎನ್ನುವ ಹಾಗೆ ಮದುವೆಯಾದ ಮೇಲೆ ವರದಕ್ಷಿಣೆ ಮಾತು ಫುರುಮಾಡಿ ಮಾವನಿಗೂ ಆಳಿಯುಗೂ ಜಗಳ ಬರುವಂತೆ ಈ ಯೋಜನೆಯ ಪ್ರಶ್ನೆಯನ್ನೂ ನಾವು ಆಮೇಲೆ ತೀರ್ಮಾನ ಮಾಡುವ ದೆಂದರೆ, ನಾನು ಹೇಳಿದ ಗಾಡೆಯಂತಾಗುತ್ತದೆ. ಈಗ ಈ ಪ್ರಾಜೆಕ್ಟ್‌ಗಾಗಿ 14 ಕೋಟಿ ರೂಪಾಯಿಗಳು ಬರ್ತವೆ. ಇನ್ನು ಮುಂದೆ 10-12 ಕೋಟಿ ರೂಪಾಯಿಗಳನ್ನು ಬರ್ಚು ಮಾಡಿದರೆ, ಸುಮಾರು 72,000 ಚಿಲ್ಲರೆ ಎಕರೆಗಳು ಸಾಗಿಗೆ ಬರುತ್ತವೆ. ಆ ಮೇಲೆ ಹೈದರ್‌ ಅಲಿ ಚಾನಲ್ ಭಾಗದಲ್ಲಿ 15 ಕೋಟಿ ರೂಪಾಯಿಗಳನ್ನು ಬರ್ಚು ಮಾಡುವುದಾದರೆ, ಇನ್ನೂ ಒಂದು ಲಕ್ಷ ಎಕರೆಗಳು ಈ ಬಳಾರಿ ತಾಲ್ಲೂಕಿನಲ್ಲಿ ವ್ಯವಸಾಯಕ್ಕೆ ಬರುತ್ತವೆಂದು ಗೊತ್ತಾಗಿದೆ.

ಈಗ ಹಾಲಿ ಮೈಸೂರು ಸಂಸ್ಥಾನದಲ್ಲಿ ಜಾರಿಗೆ ತರಲಿರುವ ಪಾಂಡಿಚೇರ್ಪ್ಪ ಯೋಜನೆಯ ಪ್ರಕಾರ ತರಕ್ಕೆ ಹಾಕಿದರೆ, ಇದೇ ಸುಮಾರು 27 ಕೋಟಿ ರೂಪಾಯಿಗಳನ್ನು ಬರ್ಚು ಮಾಡುವುದರಿಂದ 2 ಲಕ್ಷದ 52 ಸಾವಿರ ಎಕರೆಗಳನ್ನು ಸಾಗುವಳಿ ಮಾಡಬಹುದು. ಹೀಗಿರುವಲ್ಲಿ ಈ ತುಂಗಭದ್ರಾ ಪ್ರಾಜೆಕ್ಟ್‌ನೂ ನಾವು ವಹಿಸಿಕೊಂಡರೆ ಮತ್ತು ಈಗ ಬರ್ಚು ಮಾಡಿರುವ ಮತ್ತು ಮುಂದೆ ಬರ್ಚು ಮಾಡಬೇಕಾಗಿರುವ ಹಣವನ್ನು ತರಕ್ಕೆ ಹಾಕಿದರೆ, ಅದು ಸುಮಾರು 32 ಕೋಟಿ ರೂಪಾಯಿಗಳಷ್ಟಾಗುತ್ತವೆ. ಈ 32 ಕೋಟಿ ರೂಪಾಯಿಗಳನ್ನು ಮೈಸೂರು ಸರ್ಕಾರವೂ ಅಂಧ್ರ ಸರ್ಕಾರವೂ ಸಮನಾಗಿ ಹಂಚಿಕೊಳ್ಳಬೇಕಾದ ಸಂದರ್ಭ ಬರುತ್ತದೆ. ಅಂದರೆ, 16 ಕೋಟಿ ರೂಪಾಯಿಗಳನ್ನು ನಾವು ಬರ್ಚು ಮಾಡುವುದಾದರೆ, 72,000 ಎಕರೆಗಳನ್ನು ಬಳಾರಿಯಲ್ಲಿ ಸಾಗುವಳಿ ಮಾಡಬಹುದಾಗಿರುತ್ತದೆ. ಆದರೆ, ಇದಕ್ಕೆ ಬದಲು ನಮ್ಮ ಮೈಸೂರಿನ ಪಂಚ ವಾರ್ಷಿಕ ಯೋಜನೆಯನ್ನೇ ಕೈಕೊಂಡು, ಅದಕ್ಕೆ 27 ಕೋಟಿ ರೂಪಾಯಿಗಳನ್ನು ಬರ್ಚು ಮಾಡಿ, 2 ಲಕ್ಷ 52 ಸಾವಿರ ಎಕರೆಗಳನ್ನು ಸಾಗಿಗೆ ತರಲು ಈಗಾಗಲೇ ಒಂದು ಯೋಜನೆ ನಿಶ್ಚಯವಾಗಿದೆ. ಆದ್ದರಿಂದ ನಮ್ಮ ಸಂಸ್ಥಾನದಲ್ಲಿ ಹಾಲಿ ಇಷ್ಟು ಜಮೀನುಗಳನ್ನು ಸಾಗುವಳಿ ಮಾಡುವುದಕ್ಕೆ ಅನುಕೂಲತೆಗಳಿದ್ದರೂ, ಈಗ ಹೊಸದಾಗಿ ಬರುವ ಜಮೀನಿನ ಪೇರೆ 16 ಕೋಟಿ ರೂಪಾಯಿಗಳನ್ನು ಬರ್ಚು ಮಾಡುವುದಕ್ಕೆ ಹೊರಡುವುದು ಮತ್ತು ಅದಕ್ಕೆ ಸಂಬಂಧಪಟ್ಟ ಸಾಲ ಹೊತ್ತು ಕೊಳ್ಳುವುದು ಸರಿಯೇ ಎಂಬುದನ್ನು ನಾವು ನೋಡಬೇಕು. ಮುಖ್ಯವಾಗಿ ತುಂಗಭದ್ರಾ ಯೋಜನೆ ಏಕೆ ಬಂತು ಎಂಬುದನ್ನು ನಾವು ಈ ಸಂದರ್ಭದಲ್ಲಿ ನೋಡುವುದಾದರೆ, ಅಲ್ಲಿನ ಪ್ರಜೆಗಳಿಗೆ ಆಗಾಗ್ಗೆ ಕ್ಷಾಮ ತರಬೇಕಾಗಿತ್ತುದನ್ನು ಮನಗಂಡು ಅವರ ಉದ್ಧಾರಕ್ಕಾಗಿ ಈ ಯೋಜನೆಯನ್ನು ಮಾಡಿದರೆಂದು ಕಂಡು ಬರುತ್ತದೆ. ಅದಕ್ಕೆ ಅನುಕೂಲತೆಗಳೂ ಹಿಂದೆ ಇದ್ದುವು.

ಒಂದು ಪಕ್ಷ ಬಳಾರಿ ತಾಲ್ಲೂಕು ನಮ್ಮ ಸಂಸ್ಥಾನಕ್ಕೆ ಸೇರದೆಯೇ ಇದ್ದಿದ್ದರೆ, ಇನ್ನು ಒಂದೆರಡು ವರ್ಷಗಳಲ್ಲೇ ಕೇಂದ್ರ ಸರ್ಕಾರವಾಗಲಿ ಮದ್ರಾಸ್ ಸರ್ಕಾರವಾಗಲಿ ಮಾಡುತ್ತಲಿತ್ತು. ಆದ್ದರಿಂದ ಈಗ ಇದು ಮೈಸೂರು ಸಂಸ್ಥಾನಕ್ಕೆ ಬಂದಾಕ್ಷಣ ಈ ಪ್ರಾಜೆಕ್ಟ್‌ಗೆ ಹಣವನ್ನು ಮೈಸೂರು ಸರ್ಕಾರದವರು ಕೊಡಬೇಕೆಂದು ಹೇಳುವುದು ಸರಿಯಲ್ಲ. ಇಲ್ಲಿ 62ನೆಯ ಸೆಕ್ಷನ್‌ನಲ್ಲಿ ಹೀಗೆ ಹೇಳಿದೆ:

"The President may from time to time give such directions as may appear to him to be necessary generally in regard to any of the matters specified in the foregoing provisions of this section and in particular, for the completion of the project and its operation and maintenance thereafter."

ಒಂದುವೇಳೆ ಯಾವುದೋ ಕಾರಣಗಳಿಂದ ಚುನಾವಣೆಗಳಲ್ಲಿ ಗೆದ್ದು ಯಾರೋ ಅಂಧ್ರ ಪ್ರಾಂತದ ಪ್ರೆಸಿಡೆಂಟ್‌ರು ಬಂದರೆ, ಅವರು ಮೈಸೂರು ಸರ್ಕಾರಕ್ಕೆ ಈ ಪ್ರಾಜೆಕ್ಟ್‌ಗಾಗಿ ಹಣವನ್ನು ಬರ್ಚುಮಾಡಲೇ ಬೇಕೆಂದು ಒಂದು mandate ಕೊಡುವುದಾದರೆ, ಅವತ್ತಿನ ದಿವಸ ನಮಗೆ ಬಹಳ ಅನ್ಯಾಯವಾಗುತ್ತದೆ. ಅಲ್ಲದೆ, ಈಗ ನಮ್ಮ ಮುಂದಿರತಕ್ಕ ಬಿಲ್‌ನಂತೆಯೇ ನೋಡುವುದಾದರೆ, ನಾವು ವಹಿಸಿಕೊಳ್ಳುವ ಸಂದರ್ಭದಲ್ಲಿ ಈಗ ಬರ್ಚಾಗಿರತಕ್ಕ ಹಣಕ್ಕೆ ನಾವು ಯಾವಾಗಲೂ ಜವಾಬ್ದಾರರಾಗುವುದಿಲ್ಲ. ಅದೇಲ್ಲಾ ಅಲ್ಲಿನ ಜನರ ಯೋಗಕ್ಷೇಮಕ್ಕೆ ಬರ್ಚು ಮಾಡಿರುವುದಾದ್ದರಿಂದ ಈ ಭಾಗವನ್ನು ಮೈಸೂರು ಸಂಸ್ಥಾನಕ್ಕೆ ವಹಿಸಿಕೊಟ್ಟಾಗಲೂ ಯಾವ ತೊಂದರೆಯೂ ಬಾರದಂತೆ ನೋಡಿಕೊಳ್ಳುವುದು ಕೇಂದ್ರ ಸರ್ಕಾರದ ಕರ್ತವ್ಯವಾಗಿದೆ. ಆದ್ದರಿಂದ ಈ ನಕ್ಷೆಯನ್ನಿಲ್ಲಿರುವಂತೆ ಪ್ರತಿಯೊಂದು ನಿಯಮವನ್ನೂ ಒಪ್ಪಿಕೊಳ್ಳುವುದಕ್ಕಾಗುವುದಿಲ್ಲ. ಆಕ್ಟೋಬರ್ ಒಂದನೆಯ ತಾರೀಖಿಗೆ ಮುಂಚೆ ಪಂಚಾಯಿತಿ ಮಾಡಿ ಅಂಧ್ರ ಸರ್ಕಾರದವರು ಎಷ್ಟು ವಹಿಸಿಕೊಳ್ಳುತ್ತಾರೆ, ನಮ್ಮ ಸರ್ಕಾರ ಎಷ್ಟು ವಹಿಸಿಕೊಳ್ಳಬೇಕಾಗುತ್ತದೆ, ಎಷ್ಟು ಬಡ್ತಿ ತೀರ್ಮಾನಮಾಡಬೇಕಾಗುತ್ತದೆಂಬುದನ್ನು ಕೂಲಂಕಷವಾಗಿ ಚರ್ಚೆ ಮಾಡಿ ತೀರ್ಮಾನಕ್ಕೆ ಬಂದು, ಆ ಮೇಲೆ ಈ ಬಳಾರಿ ತಾಲ್ಲೂಕನ್ನು ವಹಿಸಿಕೊಳ್ಳುವ ತೀರ್ಮಾನ ಮಾಡಬೇಕೇ ಹೊರತು, ಮುಂಚೆ ವಹಿಸಿಕೊಂಡು ಅನಂತರ ಪ್ರೆಸಿಡೆಂಟ್‌ರ ತೀರ್ಮಾನಕ್ಕೆ ಅಥವಾ ಪಂಚಾಯಿಯ ವರ ತೀರ್ಮಾನಕ್ಕೆ ಎಂದು ಮೊಗುಮಾಡಿ ಬಿಡುವುದು ಒಳ್ಳೆದಲ್ಲ. ಹೈದರಾಬಾದ್ ಸರ್ಕಾರದವರಿಗೂ ಇದಕ್ಕೂ ರೂಪ ಸಂಬಂಧವೂ ಇರುವುದಿಲ್ಲ. ಅವರೇ ಪ್ರತ್ಯೇಕವಾಗಿ ಹಣ ಬರ್ಚುಮಾಡಿತ್ತಾರೆ. ಅದಕ್ಕನುಸಾರವಾಗಿ ಎಡೆದಡೆದ ನಾರಿಯಿಂದ ಅವರು ನೀರನ್ನು ಉಪಯೋಗಿಸಿಕೊಳ್ಳುತ್ತಾರೆ. ಆದ್ದರಿಂದ ಏನಿದ್ದರೂ ಮುಖ್ಯವಾಗಿ ಮೈಸೂರು ಸರ್ಕಾರದವರಿಗೂ ಅಂಧ್ರ ಸರ್ಕಾರದವರಿಗೂ ಈ ಬಗ್ಗೆ ಚರ್ಚೆಗೆ ಅವಕಾಶವಿದೆಯೇ ಹೊರತು ಹೈದರಾಬಾದಿನವರ ಪಾತ್ರ ಇದರಲ್ಲಿನಿರುವುದಿಲ್ಲ. ಈ ಪ್ರಾಜೆಕ್ಟ್‌ಗೆ ಸಂಪೂರ್ಣವಾಗಿ ನಮ್ಮ ಭೂಮಿಯ ಮೇಲಿರುವುದರಿಂದ ಅದರ ಮೇಲಿನ ಹಕ್ಕೋಟಿ ನಮಗೇ ಇರಬೇಕೆಂದು ಒತ್ತಾಯ ಮಾಡಬೇಕೆಂದು ನಾನು ಹೇಳುತ್ತೇನೆ. ಈ ವಿಷಯದಲ್ಲಿ ಸರ್ಕಾರದವರ ಮೇಲೆ

(ಶ್ರೀ ಎಸ್. ಆರ್. ನಾಗಪ್ಪ ಶೆಟ್ಟಿ.)

ಬಿದ್ದಿರುವ ಜವಾಬ್ದಾರಿ ಬಹಳ ದೊಡ್ಡದು. ಆದ್ದರಿಂದ ನೀವು ಯಾವುದನ್ನು ಮಾಡುವುದರಲ್ಲೂ ಎಚ್ಚರಿಕೆಯಿಂದಿಮ್ಮ. ಮುಂದಿನ ಮಂತ್ರಿ ಮಂಡಲದವರು, ಈಗಿನ ಮಂತ್ರಿಮಂಡಲದವರು ತಪ್ಪು ಮಾಡಿದರು ಎಂದು ಹೇಳಿದ ಹಾಗೆ, ನಡೆದುಕೊಳ್ಳಬೇಕೆಂದು ತಿಳಿಸಿ ನಾನು ನನ್ನ ಭಾಷಣವನ್ನು ಮುಗಿಸುತ್ತೇನೆ.

1 P.M.

(Sri M. Lingappa rose).

Mr. SPEAKER.—Let Sri Mulka Govinda Reddy move his amendment.

Sri MULKA GOVINDA REDDY (Chitaldrug).—Some Members want to have general discussion.

Mr. SPEAKER.—Not necessary. We had general discussion yesterday. We may have a discussion for supporting or opposing your amendment. You may move your amendment if you so desire.

Sri MULKA GOVINDA REDDY.—Sir, I beg to move my amendment to clause 62-A :

"That clause 62-A be so amended as to provide for the following provision, namely :—

'A Joint Board representing the States of Mysore, Andhra and Hyderabad shall be set up with a representative of the Government of India as the Chairman on or before the appointed day to look after the rights and liabilities of the said States in respect of administration, construction, maintenance and operation of the Tungabhadra Project both on its irrigation and power sides.'

Sir, the Tungabhadra Project is one of the major river valley projects in India. It is but necessary that I should dwell on this project at some considerable length. The history of the project goes back to fifty years. It was in 1902 that this project was thought of. I would like to quote from the special supplement of *The Indian Express* regarding the Tungabhadra Project. It says :

"The history of the Tungabhadra Project dates back fifty years and reads like a romance.

\* \* \* \*

In 1903, investigations were undertaken by the Madras Government on the recommendation of the Indian Irrigation Commission that the waters of the river should be utilised in the famine areas of the Ceded Districts of Bellary, Cuddapah, Kurnool and Anantapur, giving due consideration at the same time to the irrigational needs of the Hyderabad State and allowing them to participate in the benefits of a possible storage scheme.

\* \* \* \*

The Hyderabad Government kept on pressing the matter, until, in Madras, 1915, a provisional settlement was reached between the two Governments and detailed surveys were undertaken once again by Hyderabad. From data collected it was decided that a storage reservoir on the river was a necessity and the most suitable site was the one selected by Madras at Malapuram, near Hospet, where the project has now been completed.

It took no less than fourteen years for the two Governments to arrive at an agreement and this was done in 1944 in Hyderabad and the project in its present form was inaugurated on February 28, 1945."

When such is the case, this project was devised at the instance of Hyderabad Government primarily and then Madras Government took it up after a prolonged deliberation. When seven taluks of Bellary district in Madras are going to be transferred to Mysore State and when the head works of this project are situated in the transferred territory, it becomes all the more necessary for the Government of Mysore and the people of Mysore to know what exactly their rights are and what exactly their liabilities are. This is an important issue and by this time Government should have had some understanding regarding the

rights and liabilities that would accrue when once the transferred territory comes under Mysore administration. I am sorry that such a thing has not been done. I do not know why this provision was thought of later on. In the original one, this was not thought of. 62-A has been newly added. It means that there must have been very substantial and valid reasons for the Government of India to have thought of later on to include this special provision, 62-A, with regard to the Tungabhadra project. I would like to read this clause, Sir.

*" 62-A. Special provisions with regard to Tungabhadra Project.*

(1) All rights and liabilities of the State of Madras in relation to the Tungabhadra Project or the administration thereof shall, on the appointed day, be the rights and liabilities of the States of Andhra and Mysore subject to such adjustments as may be made by agreement between the said States or, if no such agreement is reached within three years from the appointed day, as the President may by order determine having due regard to the purposes of the Project :

Provided that the order so made by the President may be varied by any subsequent agreement entered into between the States of Andhra and Mysore.

(2) An agreement or order referred to in sub-section (1) shall, if there has been an extension or further development of the Project after the appointed day, provide also for the rights and liabilities of the States of Andhra and Mysore in relation to such extension or further development.

(3) The rights and liabilities referred to in sub-sections (1) and (2) shall include—

(a) the rights to receive and to utilise water which may be available for distribution as a result of the Project,

(b) the rights to receive and to utilise the power generated as a result of the Project,

(c) the rights and liabilities in respect of the administration of the Project and the construction, maintenance and operation thereof,

but shall not include the rights and liabilities under any contract entered into before the appointed day by the Government of Madras with any person other than Government.

(4) The President may from time to time give such direction as may appear to him to be necessary generally in regard to any of the matters specified in the foregoing provisions of this section and, in particular, for the completion of the Project and its operation and maintenance thereafter :

Provided that no such direction shall be issued or have effect after an agreement is reached between the State of Andhra and the State of Mysore under sub-section (1) or after an order has been made by the President under that sub-section, whichever is earlier,

(5) In this section, the expression 'Tungabhadra Project' or 'the Project' means the project agreed to between the Government of Madras and the Government of Hyderabad before the appointed day and, so far as the State of Madras is concerned, intended for the supply and distribution of water from the Tungabhadra river by means of high level and low level canals to the districts of Bellary, Anantapur, Cuddapah and Kurnool and for the generation of electric energy, both hydro-electric and thermal, and its transmission and distribution to the said districts and includes any extension or further development after that day of that project for the said purposes."

(Sri MULKA GOVINDA REDDY.)

Further in the Seventh Schedule, paragraph 12, sub-clause (3) (b) says :

“The expenditure incurred on the Tungabhadra Irrigation and Hydro-Electric Project up to the commencement of the appointed day shall be deemed to have been incurred in the territories of the State of Andhra.”

As it has been stated here, Sir, as no benefit accrues to the Residuary Madras State, it has been pointed out that all the expenditure incurred on the Tungabhadra Irrigation and Hydro-Electric Project up to the commencement of the appointed day should be deemed to have been incurred by the State of Andhra which includes the State of Mysore also with reference to the transferred territory. So, this debt which is going to be borne by the State of Andhra requires to be discharged by the State of Andhra as well as Mysore. As I said the other day, this is an important river valley project and I should like to emphasise that the Government of India should bear the entire expenditure so far incurred on this project. The furthering of the remaining portion of the high level canal and the hydro-electric project will certainly be undertaken by the Government of Mysore and by the Government of Andhra. Any expenditure that is going to be incurred in future on the improvement and development of this project will be shared by both the Governments in proportion to the utility the concerned Governments will have both regarding water supply and regarding power supply. Sir, this is a very important point which we will have to bear in mind. When this project is going to benefit three States, it is but natural some problems, some complicated and intricate problems will arise. We have got to solve such problems with understanding and with co-operation. It is true that the people in all the three States will get benefit out of this project and when we are asking

for benefits, we will be obliged to bear the liability or the responsibility of that also, and in all fairness to all the three States concerned, it must be borne in proportion to the population or in proportion to the utility that is going to be put to. For such a thing, Sir, it is but right that a previous arrangement or agreement should have been arrived at. It has been put down in this sub-clause of Section 52-A that until such agreements are arrived at, the President may direct the furtherance of this project and may issue such directions now and then when found necessary. As Sri Gopala Gowda put it yesterday, such a thing should be controlled by an autonomous body. If that can be done, it is well and good. As Damodar Valley Project is being controlled by a Corporation, if a Corporation were to control the Administration, construction, maintenance and operation of this project, it will certainly be welcomed. Otherwise, the next best thing is a Joint Board consisting of the representatives of the three Governments, namely the Mysore Government, the Hyderabad Government and the Andhra Government, and presided over by the Chairman nominated by the Central Government. The Central Government will only nominate the Chairman and it will not have any direct interest in that. The Board will have all the autonomous powers of an authority and it will be charged with the functions of furthering the construction, administering this project as also operating this project. A point has been raised yesterday that the sole administration of this project or the execution of this project should be left in the hands of the Mysore Government. If such a thing occurs, it will be well and good, provided the other Governments have no objection. But tomorrow, if the entire thing is entrusted to Mysore Government, there will be room for other Governments or the people concerned in those areas to complain that we did not finish the construction of the high level canal in time or

according to the target or that we did not attempt, finish or complete the Hydro-electric project or that we are utilising more water and more power which will be detrimental to others. If the ownership or the administration or execution of these remaining portions of the project are left in the hands of one Government, it is possible for others who live in other areas who are directly going to be benefited by this project to raise certain complaints. So, in order to avoid such a thing, it is right that we should have a Board, a Board which will consist of the representatives of all the concerned three States and I do not see any reason why such a Board cannot function efficiently and effectively. These three representatives who sit on this Board will draw the direction from their respective Governments and they will certainly safeguard the interests of their respective Governments. But they will act in union with each other and they will further this project and they will administer and operate this project in the interest of the whole area concerned, I mean, all the three States which are going to be benefited by this project. So, Sir, I do not see any reason why we should complain, why we should shirk to entrust the administration, operation and execution of this project to a Board, a Board which is going to be a statutory Board with all the powers of any statutory authority. So, I suggest and I commend this amendment to the acceptance of this House.

Mr. S P E A K E R.—Amendment moved :

“That clause 62-A be so amended as to provide for the following provision, namely :—

‘A Joint Board representing the States of Mysore, Andhra and Hyderabad shall be set up with a representative of the Government of India as its Chairman on or before the appointed day to look after the

rights and liabilities of the said States in respect of administration, construction, maintenance and operation of the Tungabhadra Project both on its irrigation and power sides’.”

\*Sri M. LINGANNA (Nanjangu).—Sir, while offering some remarks at the consideration stage, I stressed the fact that 62-A needs special consideration by the House. My learned friend Sri Mulka Govinda Reddy has moved an amendment so far as 62-A is concerned. The amendment moved by him may go against this section. That apart, we have to look into the contents and we have to view the amendment in juxtaposition. I believe, this amendment may not hold so much of water, because this may probably have been added to this Bill after consultation with the Government of Madras and the Government of Mysore. That apart, we have to consider section 62-A from the point of view of Mysore. Here, Sir, as I pointed out when I spoke at the consideration stage that this special provision, 62-A is a later addition and it in no way helps to solve the difficult problem so far as Thungabhadra project is concerned. So far as this 62-A is concerned, it never provides for the management or the administration because it says nowhere that the administration of the project should be either left in the hands of the Andhra or in the hands of the State of Mysore. Nor is it suggested that a Board should be constituted with the representatives of the three Governments and with the Chairman nominated or appointed by the Centre. It merely envisages that in case the Andhra State and the State of Mysore do not come to any agreement within three years, then the question of arbitration by the President comes in. It says specifically :

“ . . . if no such agreement is reached within three years from the appointed day, as the

\* Asterisk indicates that the speeches have not been revised by the Member concerned.



(Sri M. LINGANNA.)

President may by order determine having due regard to the purposes of the Project."

So, Sir, this special provision of 62-A as it is now put before us, is too vague so far as the administrative aspect of the project is concerned. With regard to the other aspect, that is, the rights and liabilities of the project, it is provided in sub-section (3) of 62-A, which runs as follows :—

"The rights and liabilities referred to in sub-section (1) and (2) shall include :

"(a) the rights to receive and to utilise water which may be available for distribution as a result of the project ;

"(b) the rights to receive and to utilise the power generated as a result of the project ;

"(c) the rights and liabilities in respect of the administration of the project and the construction, maintenance and operation thereof ;

"but shall not include the rights and liabilities under any contract entered into before the appointed day by the Government of Madras with any person other than Government."

So, Sir, here, though sub-section (3) says something about the main operation, it is not provided for any authority that the project could be controlled or administered. So far as the rights and liabilities are concerned, the States of Mysore and Andhra may, even after the enactment of this, revise their agreement. But, so far as the rights and liabilities with regard to any person are concerned, this provision says—the word "shall" is there—that the Government of Mysore or the Government of Andhra that comes into being, shall not have any option to annul any rights or liabilities that might arise out of a contract that a person has entered into with the State of Madras in respect of the Project. So the hands

of Mysore Government and the hands of Andhra Government will be tied down. I submit, if this particular provision goes unamended and if our views are not expressed, then it becomes necessary on the part of the Government of Mysore and also on the part of the Andhra Government to enter with any contract that was entered into by the persons concerned and the Madras Government. I was told this morning that the Government of Madras have almost purchased all the material so far as the Hydro-Electric Power Generating Station is concerned which is to be constructed at the project itself. There are several contracts that have been entered into with several persons so far as this Hydro-Electric Power is concerned at the initial stage or with regard to contracts regarding excavation of the high level or low level canals are concerned. The Government of Madras will have entered into so many agreements with several persons. Granting that there is a Joint Board and that Board were to come to the conclusion that several agreements that have been entered into by the Madras Government with several persons will have to be revised, then as it is it cannot be done. From this point of view, this provision should be amended or completely removed. This particular provision, 62-A, which is said to be a special provision, provides nowhere for the administration of the project. But, the Public Works Department Minister when he made a statement, was pleased to say that in the conference that was held at Delhi with the three States of Andhra, Mysore and Hyderabad, they came to a sort of agreement so far as the irrigational aspect of the question was concerned. They had come to an agreement that a Joint Board consisting of the three Governmental Heads and a Chairman would be appointed by the President. I want to know whether final decisions were taken or the decisions were subject to revision. This is a matter to which

we have to give our consideration. From another point of view this 62-A is so mischievous. I name it as mischievous. We have to look into the other provisions. So far as contracts are concerned, I invite the attention of this House to section 47 which relates to contracts between other States and between persons which runs thus :

“Any contract made in the exercise of the executive power of the State of Madras before the appointed day shall—

(a) if the contract is for purposes which as from that day—

(i) are exclusively purposes of the State of Andhra, or

(ii) are partly purposes of the State of Andhra and partly purposes of the State of Mysore and are not purposes of the State of Madras as constituted on the appointed day,

be deemed to have been made in the exercise of the executive power of the State of Andhra instead of the State of Madras.”

So, here, it has been laid down that any contract for the purpose of Andhra shall be partly deemed to be the contract made for the purpose of Andhra and Mysore shall not come in. When we read this particular provision in reference to seventh schedule, paragraph 12 (3) (b) which runs :

“the expenditure incurred on the Tungabhadra Irrigation and Hydro-Electric Project up to the commencement of the appointed day shall be deemed to have been incurred in the territories of the State of Andhra :”

this particular sub-section and 47 when read with 62-A will indirectly go to establish the fact that the complete control of this project shall be under the Andhra State. That is the reason why this particular provision 62-A is mischievous, because never it has been stated that the control of the

project is vested either with the Government of Mysore or with the Government of Andhra, but indirectly it has been sought to be resolved by several clauses that I have quoted that the maintenance of this project will go to the State of Andhra. But, Sir, this state of affairs shall not, I submit, do any benefit either to the State of Andhra or to the proper maintenance and execution of the project concerned.

[Sri K. V. SHANKARA GOWDA, B.SC., LL.B., in the Chair].

1-30 P.M.

Why I submit this is, we know the Thungabhadra Project lies in the present Andhra territory, namely, Hospet Taluk. As has been submitted by my learned friend, this project is situated within the transferred territory and as its high level canal lies in the transferred territory and as several problems arise as and when the project is completed,—as for instance maintenance and up-keep of the health of the people after the completion of the project,—the question comes whether the State of Mysore will be responsible to maintain them and for the up-keep of the health of the people because of the backwater there. That is also a problem to be taken into consideration. So, from several points of view, the maintenance and control of the project should be in the hands of the Mysore State.

It may be argued by Sri Mulka Govinda Reddy that because the Thungabhadra Project was started five years ago and was built mainly for the amelioration of the Rayalseema District or the Ceded District which are subject to visitations of famine now and then, they have to be maintained by the Andhra State or by a Board. That argument could be advanced. But that alone should not weigh with us when we consider the project. Might be that the project was brought into being because of the particular fact that the famine

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area should be given proper relief. But that alone should not weigh. Also, nowhere it is said, nobody or even the Government of India have said, that because the project was given over to the Mysore State, the Ceded Districts or the people living in Rayalseema shall not get any water. Here there are several provisions by which water or adequate water-supply shall be allowed to the people concerned living in Rayalseema or the Ceded Districts. If, however, such a contingency arises, I believe none of us here or the Government of Mysore shall say 'nay'. So, from that point of view I even object to the para that a Board should be constituted consisting of the representatives of all the three States with a Chairman appointed by the Government of India in respect of administration, construction, maintenance, etc., and that the President should give a decision against the Board's decision.

**Sri MULKA GOVINDA REDDY.**—The Board's decision is an independent decision and nobody can question that.

**Sri M. LINGANNA.**—Where is the guarantee that the representatives from the Andhra will not kick up a row or the representatives of the Hyderabad will not kick up a row and also the representatives of Mysore will not kick up a row? And in case all the three representatives kick up a row, who is going to order? In that case the project itself may come to a standstill. And most probably the people for whom the project is meant will have to ultimately suffer. So from this point of view and as we know that several projects have been controlled and managed by the State of Mysore—and it is to the credit of Mysore that they have got a big project like the K.R.S. project and there are several agreements between the State of Madras and the State of Mysore—on that account I wish to tell my friend that as and when the

administration comes to our hands, we shall allow water for the people for whom the project is mainly concerned. We need not think that the Government of Mysore may misuse the power that may be vested in them. Even from that point of view, and also from the point of view of the administration of the project, I think the amendment should not be accepted. And I believe that even clause 62-A should be deleted and proper amendment got in to the effect that the complete administration of the project should be in the hands of the Mysore State and that of course the other States should negotiate with the Government of Mysore so far as other arrangements are concerned.

With regard to assets and liabilities that we are going to take up, the whole project comes into our hands and I believe it is only fair on our part to share the burden of responsibility of taking upon ourselves the liability also. So, from that point of view, I see that 62-A is to be amended to the effect that the whole management of the project should be vested in the hands of the Government of Mysore. On the other hand, if the administration of the project were to lie in the hands of the Andhra State, that will not be in conformity with the administration of the project. With these few remarks, I submit that 62-A needs a radical amendment and also the amendment of Sri Mulka Govinda Reddy should not be accepted by this House.

**Sri K. HANUMANTHAIYA** (Chief Minister).—Before proceeding with the discussion, I would like to move an amendment tabled by Government. I was waiting for copies to be ready so that I can distribute them to the Hon'ble Members. They will be ready in about five minutes. If I do not move that amendment now, the discussion is likely to go on different approaches. Therefore, the House will bear with me if there is a delay of some minutes to supply copies of the amendment.

Sri MULKA GOVINDA REDDY.—If it is a question of only 5 minutes, then we can as well wait.

Sri J. MOHAMED IMAM.—You can reply to his amendment and dispose it of in the meanwhile.

Sri K. HANUMANTHAIYA.—Very good.

Sri P. R. RAMAIIYA (Basavan-gudi).—Sir, before we proceed further on the discussion of this clause 62-A, I want some clarification from the Government as to the implications of this clause. Sir, may I understand that on 1st October when the new State of Andhra would come into existence, the operation of sub-section 1 of 62-A would come into effect? It says:

“... the administration thereof shall on the appointed day, be the rights and liabilities of the State of Andhra and Mysore subject to ....”

May I understand, Sir, on the very first day of October, this new clause would come into effect and the control contemplated in this clause will vest both in the Governments of Andhra and Mysore? That is the first point.

The second point is: the rights and liabilities are defined in sub-section (3):

“(3) the rights and liabilities referred to in sub-sections (1) and (2) shall include—

(a) the rights to receive and to utilise water which may be available for distribution as a result of the Project;

(b) the rights to receive and to utilise the power generated as a result of the Project”;

No power is generated now.

“(c) the rights and liabilities in respect of the administration of the Project and the construction, maintenance and operation thereof;”

Now, I come to sub-section (5):

“In this section, the expression ‘Tungabhadra Project’ or ‘the Project’ means the project agreed

to between the Government of Madras and the Government of Hyderabad before the appointed day....”

I would like to know from the Government where the Government of Hyderabad comes in and what relations we shall have with the Government of Hyderabad from that appointed day.

If I understand the Government aright, the amendment that they are going to place is that this control, the sole control of the project, should be in the hands of the Government of Mysore. I agree with that, for this reason Sir, that in the initial stages if the control is vested in two Governments (one of which is yet to come into existence) and even after that, it will perhaps be in its infancy and the Andhra State even after coming into being, it takes some time for it to settle down and the clause contemplates a period of three years for an agreement to be arrived at, so that until an agreement is arrived at, I ask, what should be the sort of control and how should this project be controlled and who will control it? Supposing the work stops from the appointed day, what would be the fate and destiny of the people who depend upon the project? These are some questions which come to my mind and just at the very outset of the discussion of the clause, the Hon'ble Minister for Public Works said that the attended the conference in Delhi and something happened there. I do not know what happened there, and of course, 1st of October is fast approaching and the State of Andhra would come into existence. What would be the arrangements with regard to the control, management and the maintenance of this project, we would like to know, because the liabilities would be very terrible because an amount of 16.34 crores has already been spent on the project and the estimate for the remaining work is for 27.64 crores. And, as our learned friend, Sri L. Siddappa said yesterday,

(SRI P. R. RAMAIIYA.)

when the project is taken over and so much water is impounded there, naturally people residing in that area would be affected with Malaria. Malaria would be rampant and Malaria control would become necessary. We have that experience in Mandya under the K.R.S. project. Therefore, Sir, these are some questions which should be clarified and I would like the Government or the Chief Minister when he is proposing the amendment to make these points clear. Sir, there are many doubts and ambiguities in this phraseology. Here it is worded in legalistic language and a layman like me and the general public cannot understand the implications of these clauses. Therefore, I, as a layman, would like to know what the implications would be and how the project would be managed and controlled. All these things should be explained. That, Sir, is my request on behalf of laymen. I am not an expert.

Sri K. HANUMANTHAIYA.—Sir, I again repeat my request that I may be allowed to move the amendment. The copies will be distributed immediately thereafter, if my friend has no objection.

Sri MULKA GOVINDA REDDY.—I am rising to a point of order, Sir. Under Rule 77 :

“Amendments of which notice has been given shall, as far as practicable, be arranged in the list of amendments, issued from time to time, in the order in which they may be called. In arranging amendments raising the same question at the same point of a clause, precedence may be given to an amendment to be moved by the Member in charge of the Bill.”

But no notice has been given and we are not aware of it also.

Sri K. HANUMANTHAIYA.—Now I have given notice. Apart from this discussion, if you want copies first, we will . . .

Sri MULKA GOVINDA REDDY.—There are certain amendments tabled by other Members, Sir. They should be moved first.

Sri KADIDAL MANJAPPA (Minister for Revenue and Public Works).—Please read the Rule fully :

“ . . . precedence may be given to an amendment to be moved by the Member in charge of the Bill.”

Sri MULKA GOVINDA REDDY.—There is another point also. Rule 73 :

“(1) If notice of a proposed amendment has not been given one clear day before the day on which the Bill is to be considered, any Member may object to the moving of the amendment . . . . .”

Sri KADIDAL MANJAPPA.—Please read further. The same rule further says :

“ . . . and such objection shall prevail, unless the Speaker allows the amendment to be moved.”

Sri MULKA GOVINDA REDDY.—It is left to the Chair to exercise that discretion or not. But as it is, I have the right to object that the amendment may not be moved.

Sri A. BHEEMAPPA NAIK (Molakalmuru).—Nobody objected to your right to object the moving of an amendment.

Mr. CHAIRMAN (Sri K. V. Shankara Gowda).—The Chief Minister will now move his amendment.

Sri K. HANUMANTHAIYA.—Sir, as the House is aware, yesterday a fundamental point arose out of our discussion whether this project should be considered as the property of Mysore State in so far as that project lay within the transferred territory. That was a big question that engaged the attention of the House at that time and we thought that it required some time to consider it. We also thought that consultation between the various parties in this House would



be necessary in order to safeguard the interests of the State. Therefore, Sir, it was considered that the discussion of this clause be postponed today. In pursuance of the wishes of the House, I convened a meeting of all the representatives of the parties this morning and we had discussions for nearly three hours. Fortunately for us all, we have come to what is called an agreed amendment on that clause. Because the amendment was agreed to only at about 12 o'clock and immediately we had to disperse, there has been some delay in furnishing the copies of the amendment. I have given directions for cyclostyling copies of the amendments for distribution. I assure my Hon'ble friend that there was no other reason intentional or deliberate for delaying the distribution of the copies of the amendment to the Hon'ble Members.

[Mr. SPEAKER in the Chair.]

I now move the amendment, Sir. For Clause 62-A, the following shall be substituted :

Sri M. V. RAMA RAO (Tumkur).—It would be exceedingly difficult to follow the amendment because it has not been typed and copies of it have not been placed in the hands of the Members. May I suggest that the moving of this amendment formally may be done a little later when the copies are ready? As a matter of fact, I heard the Chief Minister to say that he has been getting these things typed or cyclostyled. I therefore suggest that the moving of this amendment may be done at the time when the copies are ready to be placed in the hands of Members. No doubt, we listen with great attention to the amendment that the Government intends to move to this Clause. At the same time, I must say, speaking for myself, it will be a great handicap to have the amendment only in the form of sound instead of having it in the form of a typewritten thing which we can see and understand.

Mr. SPEAKER.—May we not do one thing? There are some amendments now proposed; they are just

verbal changes. These may be taken up. In the meanwhile, copies of the amendment in question will be distributed.

Sri K. HANUMANTHAIYA.—Very good, Sir.

Mr. SPEAKER.—Therefore, Clause I may be taken up. There are some amendments proposed by the Hon'ble the Chief Minister himself.

Sri K. HANUMANTHAIYA.—As I said, I am not moving any of the amendments of which I have given notice earlier because of the circumstances I just explained when you arrived. Therefore, any other Hon'ble Member who has given notice of amendments may move them. When the copies are ready once for all, I will move the amendments.

Mr. SPEAKER.—Now there is an amendment which stands in the name of Sri R. Anantaraman. When this amendment is now to be proposed by the Hon'ble Chief Minister, I think it is not necessary for you to move your amendment. Why waste the precious time of the House?

Sri R. ANANTARAMAN (Chamarajpet).—I have no objection, but I may just engage the House.

Sri K. HANUMANTHAIYA.—We can spend time in another way. The amendment in respect of Clause 62-A may be taken up half an hour later. In the meanwhile, we can go to other sections which relate to High Court.

Mr. SPEAKER.—That is what I propose. Clause I and subsequent Clauses may be taken up.

Sri K. HANUMANTHAIYA.—I am moving an amendment for the substitution of Clause 62-A. Therefore, the moving of amendments to the existing section will not be of much use. What I suggested was that it may be half an hour or so by the time copies are distributed and in the meanwhile, we can dispose of amendments relating to High Court. That would not take much time either.

Mr. SPEAKER.—Clause 38. Sri M. V. Rama Rao may move his amendment to Clause 38.

\* Sri M. V. RAMA RAO.—Sir, I move :

“In sub-clause (2), the following words shall be added at the beginning, namely—

‘Subject to the provisions of sections 41 and 55 of this Act’.”

This amendment is really very short so far as this Clause is concerned. Clause 38 relates to the transfer of proceedings from the Madras High Court to the Andhra High Court and it has been provided that from the day on which the Andhra High Court comes into existence, the High Court of Madras shall have no jurisdiction in respect of the State of Andhra. The Clause further goes on to make provision in Sub-clause (2) that notwithstanding anything contained in the earlier sub-sections, *i.e.*, sub-section (1), the High Court of Madras will retain concurrent jurisdiction, if I may use that expression, in respect of matters over which the High Court of Andhra would have jurisdiction if the matters were transferred to it. Sub-clause (2) actually reads like this :

“(a) the High Court at Madras shall have the like jurisdiction to hear and to determine any appeal from, or to review, an order of a judge of that High Court, whether on its original or appellate side, as if this Act had not been passed and the High Court of Andhra shall have no jurisdiction to hear or determine any such appeal or to review any such order.

“(b) the High Court of Madras shall have the like jurisdiction to hear and dispose of any application for leave to appeal to the Supreme Court from an order of that High Court as it would have had if this Act had not been passed, and the High Court of Andhra shall have no jurisdic-

tion to hear or dispose of any such application.”

Then sub-clause (3) is very important. Sub-clause (3) of Clause 38 makes a very notable omission in respect of the State of Mysore because it is there said that :

“all proceedings pending in the High Court at Madras immediately before the prescribed day, other than proceedings with respect to which that High Court retains jurisdiction by virtue of sub-section (2), shall, where the court of origin is situated in the State of Andhra, stand transferred by virtue of this Act to the High Court ”.

But this sub-clause omits to make provision for cases where the court of origin is situated in the State of Mysore, for instance, in the transferred territory itself, and for that purpose detailed provisions have to be made in the relevant clauses of this Bill, namely, Clauses 41 and 55. I have suggested certain detailed amendments which I shall move when clauses 41 and 55 are taken up. All that I suggest now should be amended in clause 38 is that sub-clause (2) instead of beginning with the words “Notwithstanding anything contained in sub-section (1) of this section, or in section 30”, should commence with “Subject to the provisions of sections 41 and 55 of this Act, the High Court of Madras shall have . . .”, etc., etc. That would really be the form of the amendment that would be necessary to this sub-clause and I know my friend, Sri Pattabhiraman will certainly point out to me that the amendment is not satisfactorily worded and that if we merely carry out the amendment as has been suggested by me, the wording would be so badly mutilated that it would not only be ungrammatical but it would also be perhaps not quite sound and sensible. Sir, I must say that no claim can properly be made by me to the effect that any amendment suggested by me represents the last word either in wisdom or in the

matter of making the necessary and suitable amendments. Therefore, Sir, I move that the substance of this amendment be allowed to be incorporated in sub-clause (2) of clause 38.

Mr. SPEAKER.—Amendment moved :

“That in sub-clause (2), the following words shall be added at the beginning, namely—

‘Subject to the provisions of sections 41 and 55 of the Act,’”

2 P.M.

Sri K. HANUMANTHAIYA.—Sir, I have listened carefully to what has been said by my friend, Sri Rama Rao to-day as well as on the day when consideration motion was taken for discussion. The tenor of his amendments, is, Sir, that the Mysore High Court should have the same power, jurisdiction and prestige as the Madras High Court. On that point, there can be no difference of opinion between any one of us. On the other hand, I am thankful that he has tabled these series of amendments. I do not want to repeat the arguments so cogently advanced by my friend again, because that would be repetition. I therefore say on behalf of Government that I have great pleasure in accepting the amendments he has moved.

Sri M. LINGANNA.—I request Sri Rama Rao to consider an amendment to his amendment so that the particular provision may read thus : “But subject to the provision of Sections 41 and 55 of this Act” I am adding only one word, the word ‘but’. I believe that word would make the .....

Mr. SPEAKER.—I pointed out that clauses 41 and 55 do not come in the way. So I will put the amendment of Sri Rama Rao to the House. The question is :

“That in sub-clause 2, the following words shall be added at the beginning, namely—

‘Subject to the provisions of sections 41 and 55 of this Act,’”

*The motion was adopted.*

Mr. SPEAKER.—Clause 38. The question is :

“That clause 38 as amended stand part of the Bill.”

*The motion was adopted.*

Mr. SPEAKER.—Clauses 39 and 40. There are no amendments to these clauses.

The question is :

“That clauses 39 and 40 stand part of the Bill.”

*The motion was adopted.*

Mr. SPEAKER.—Clause 41.

Sri M. V. RAMA RAO.—Sir, for clause 41, there is an amendment standing in the name of the Chief Minister. I do not know if he would propose to move.

Sri K. HANUMANTHAIYA.—To sub-clause (4) ?

Sri B. NARAYANASWAMY (Mysore City—South).—I have got one amendment to sub-clause (4).

Mr. SPEAKER.—But do you know the amendment proposed by the Chief Minister ?

Sri B. NARAYANASWAMY.—Yes, Sir.

Sri M. V. RAMA RAO.—I will move my amendment first, Sir. That will facilitate the moving or not moving of the other amendments. The amendment to clause 41 which I have proposed is that for the existing Explanation to that clause, the following is to be substituted.

Sri K. HANUMANTHAIYA.—Before we go to the Explanation, we shall dispose of sub-clause (4).

Mr. SPEAKER.—All right. Let Sri Narayanaswamy move his amendment.

Sri B. NARAYANASWAMY.—Sir, I beg to move my amendment which runs as follows :—

“For sub-clause (4), the following sub-clause shall be substituted, namely—

‘Notwithstanding anything contained in any enactment or rule in force in Mysore, any Advocate of the High Court of

(SRI B. NARAYANASWAMY.)

Madras residing in the 'transferred territory' immediately before the appointed date shall on application be enrolled as an Advocate or Attorney of the High Court of Mysore without payment of any enrolment fee'."

Sir, the clause, as it stands, reads as follows :—

"(4) Subject to any rule made or direction given by the High Court of Mysore, any person who immediately before the appointed day is an Advocate entitled to practise or an attorney entitled to act in the High Court at Madras shall be recognised as an Advocate or an attorney entitled to practise or to act, as the case may be, in the High Court of Mysore."

So, no doubt, in this clause, an Advocate of the High Court of Madras residing in the 'transferred territory' is recognised to be an Advocate of the High Court of Mysore, as the transferred territory is to go to Mysore State. But I have tabled this amendment just to make the position clear; the clause by itself will not be enough. The advocate will not get the benefit merely because they are advocates practising in the transferred territory. Perhaps it has to be said specifically that they shall be enrolled or deemed to be enrolled without any fee being paid. If that is made definite, I think the purpose will be well served. After all we are welcoming the people of the seven taluks of Bellary District and by making this particular clause definite and specific, we will be doing a greater service to the people of the transferred territory. This particular amendment was moved in the Upper House and it was passed. In the fitness of things we should make the matter very clear that the advocates and attorneys practising now need not pay any enrolment fee in the High Court of Mysore. I am sure that the

Chief Minister and the House will accept my amendment.

Mr. SPEAKER.—Amendment moved :—

"That for sub-clause (4) of clause 41, the following sub-clause shall be substituted, namely—

'Notwithstanding anything contained in any enactment or rule in force in Mysore, any Advocate of the High Court of Madras residing in the 'transferred territory' immediately before the appointed date shall on application be enrolled as an Advocate or Attorney of the High Court of Mysore without payment of any enrolment fee'."

Sri M. V. RAMA RAO.—Sir, clause 41, sub-clause (4) now really reads :—

"Subject to any rule made or direction given by the High Court of Mysore, any person who immediately before the appointed day is an Advocate entitled to practise or an attorney entitled to act in the High Court at Madras shall be recognised as an Advocate or an attorney entitled to practise or to act, as the case may be, in the High Court of Mysore."

Now we know that the rules or direction that used to be made or given by the High Court of Mysore will have to be given by the Bar Council of Mysore which has been or which is to be set up. We have also to remember that during the last session of this House, an amending Bill has been passed by which we have amended the Stamp Act so as to make provision for the levy of stamp duty on applications for enrolment as advocates of the High Court of Mysore made by persons who are already enrolled advocates of other High Courts. While this clause provides that all persons who are already practising as advocates of the High

Court of Madras should be allowed to practise as advocates of the High Court of Mysore, it seems to be the intention of the mover of the amendment that all advocates of the High Court of Madras need not be allowed to practise in Mysore unless they make application to that effect and get the recognition. But even so, I have no objection to Sri Narayanaswamy's amendment. I see he has been looking anxiously at me. I have no intention of opposing his amendment or injuring his feelings.

I must say that unless exemption from stamp duty is also made simultaneously in this clause itself, it may be difficult to get it done elsewhere because this Bill is going to be a Central enactment and if we merely say "on application", it does not necessarily follow that that application will be exempted from the payment of necessary stamp duty that is otherwise prescribed for such an application. Therefore, if our intention is to grant that exemption from the levy of stamp duty in respect of those applications for enrolment as advocates in the High Court of Mysore, that exemption will not be available unless we say so expressly. That essentially is a matter on which I should think the Government would be in a position to indicate what their views are. Sir, I leave it there.

**Sri R. ANANTARAMAN** (Chamarajpet).—Sri Rama Rao said that according to the amended Stamp Act, all those advocates who were practising in foreign High Courts will be allowed to practise in Mysore provided they make an application and pay the fees. But some exemptions were given to those advocates who were practising in other High Courts and who have already enrolled as advocates of Mysore High Court, to practise as such without payment of fees. But Sri Narayanaswamy says that there are some advocates practising in the transferred territory and they may also be recognised as advocates of Mysore. Therefore, he wants that those advocates may be

enrolled as advocates of Mysore High Court without paying any fee at all only upon filing an application before the High Court of Mysore.

**Sri B. NARAYANASWAMY.**—It is just to allay the doubt that I began my amendment with the words: "Notwithstanding anything contained in any enactment or rules in force in Mysore". If there is any enactment in force in Mysore which demands any enrolment fee to be paid by any outside advocate, it is just to obviate that difficulty that I have said: "Notwithstanding anything contained in any enactment or rules in force in Mysore". I think exemption can be given under this sub-clause; and if you amend this Bill in this manner, I do not think any difficulty will come.

**Sri A. BHEEMAPPA NAIK.**—Supposing there is an advocate resident in Madras who practises in Bellary Court. He often comes there and goes. Does the Member want advocates resident in Madras, Cochin or somewhere else to be exempted? That is not the case. We are in sympathy with those advocates who are residing in the new transferred territory to be exempted. Therefore it is not only those advocates who are practising but who reside also within the transferred territory that shall have this right. If we accept Sri Narayanaswamy's amendment, all those advocates who casually came and practised in any Court of Bellary District but who may reside anywhere, for example in Alur, Adoni or Rayadurg, will have to be given this benefit.....

**Sri M. LINGANNA.**—The wording of the amendment is: "residing in the transferred territory immediately before the appointed date." So the word 'residing' is there.

**Sri A. BHEEMAPPA NAIK.**—So, 90 days' residence may be construed as residence. Why should we give room for such doubts? It would be better to say definitely 'residing and practising.' Otherwise, Sri



(SRI A. BHEEMAPPA NAIK.)

Narayanaswamy's amendment would not read well.

Sri MULKA GOVINDA REDDY.—I rise to support this amendment which is very definite and very specific.

Mr. SPEAKER.—You are supporting Sri Narayanaswamy's amendment in regard to enrolment without payment of fees?

Sri MULKA GOVINDA REDDY.—Yes.

Mr. SPEAKER.—There is also an amendment proposed by the Chief Minister. That may be also moved. It is almost similar. If the Member yields, the amendment may be moved first.

Sri MULKA GOVINDA REDDY.—Yes.

Sri K. HANUMANTHAIYA.—I would request my friend Sri Narayanaswamy to closely follow me, Sir. In place of the original amendment I had given notice, I would like to move this amendment:—

“In the existing clause (4), between the word ‘advocate’ and the words ‘entitled to practise’ the following words shall be inserted:

‘who immediately before that appointed day was ordinarily residing in the transferred territory.’”

That fulfils the object.

ಶ್ರೀ ಎಂ. ವಿ. ರಾಮರಾವ್.—ಎರಡೂ ಒಂದೇ ಆಗುತ್ತದೆ. Payment of extra enrolment fee ಇದೆ.

Sri K. HANUMANTHAIYA.—You need not say specifically that they need not pay the fees. The wording of the section itself contains that amendment. We are restricting its scope to advocates who are resident in transferred territory whereas the present clause authorises anybody who can practise before the Madras High Court to practise before the Mysore High Court indiscriminately. We are restricting the scope of the clause to advocates who are resident within the transferred territory and

that means that they need not pay fees again for the purpose of enrolling themselves as advocates of Mysore High Court.

Mr. SPEAKER.—You can read the amended clause as it stands.

Sri K. HANUMANTHAIYA.—I will read. It is as follows:—

“Subject to any rule made or direction given by the High Court of Mysore, any person who immediately before the appointed day is an advocate who immediately before the appointed day was ordinarily residing in the transferred territory entitled to practise or an attorney entitled to act in the High Court of Madras shall be recognised as an advocate or an attorney entitled to practise or to act, as the case may be, in the High Court of Mysore.”

That means whatever view has been incorporated in Sri Narayanaswamy's amendment has been incorporated in the amended section. But under the original section every advocate of the Madras High Court would automatically come and practise before the Mysore High Court. Now we are restricting that privilege to advocates resident in the transferred territory.

Sri M. LINGANNA.—May I know the operation and scope of the rider which runs like this:

“subject to any rule made or direction given by the High Court of Mysore.”

Sri K. HANUMANTHAIYA.—High Court is the authority that enrolls the advocates. We cannot make one set of advocates dependent upon the High Court's jurisdiction, rules and directions and another set of advocates free from them. Even now, all the Mysore advocates are within the jurisdiction of the Mysore High Court and they have to obey the rules made and directions given by the High Court.

The same formula applies also to the advocates coming from the transferred territory. If you omit this,

then there will be two sets of advocates, one set who come under the rules and directions of the Mysore High Court and another set free from them. That is why this is added.

**Sri B. NARAYANASWAMY.**—The advocate or attorney entitled to practise or to act is one thing and the exemption from payment of enrolment fee is a different thing. My main object is, not only they should be recognized but they should also be exempted from the payment of the enrolment fee. Supposing we leave the matter as it is or as the amendment that is now tabled by the Chief Minister . . . . .

**Sri K. HANUMANTHAIA.**—“Shall be recognised as an advocate or an attorney . . . . .” You please see the last but one line.

“shall be recognised as an advocate or an attorney entitled to practise or to act, as the case may be, in the High Court of Mysore.”

When once recognition is given, the question of payment of fees will not arise.

**Sri M. LINGANNA.**—“Subject to any rule made or direction given by the High Court of Mysore . . . . .” Even that “shall” will be completely controlled. That doubt is not cleared. The direction of the High Court may be that all the advocates who wish to enrol themselves may do so on payment of Rs. 300 as the other advocates do in the State of Mysore. That particular doubt is there.

**Sri K. HANUMANTHAIA.**—Sir, I have already explained that ‘subject to any rule or direction given by the High Court’ is sought to be retained with reference to advocates coming from the transferred territory. The High Court or the Government would not be so unreasonable as to make use of this rule or direction and ask them to pay a fee all over again. Therefore that doubt is unnecessary. In the light of the explanation I have given, my Hon’ble friend Sri Narayanaswamy, I hope, will withdraw his

amendment and my amendment would be put to vote.

**Mr. SPEAKER.**—Amendment moved :

“In the existing clause (4), between the word ‘advocate’ and the words ‘entitled to practise,’ the following words shall be inserted :—

‘who immediately before the appointed day was ordinarily residing in the transferred territory.’”

There seems to be a little doubt in respect of inserting the last amendment. “Who immediately before the appointed day was ordinarily residing in the transferred territory”; why not add it after the word “Madras”?

**Sri K. HANUMANTHAIA.**—I have no objection; I move that that may be done. The amended clause will read as follows :

“Subject to any rule made or direction given by the High Court of Mysore, any person who immediately before the appointed day is an advocate entitled to practise or an attorney entitled to act in the High Court of Madras and who immediately before the appointed day was ordinarily residing in the transferred territory shall be recognised as an advocate or an attorney entitled to practise or to act as the case may be, in the High Court of Mysore.”

**Mr. SPEAKER.**—The Mover of this amendment has made the matter very clear. Though Sri Narayanaswamy still feels that it is not beyond doubt, he need not press. I put the amendment moved by the Chief Minister. The question is :

‘That between the word “Madras” and the words “shall be recognised” the words, “and who immediately before the appointed day was ordinarily residing in the transferred territory” shall be inserted.’

*The motion was adopted.*

Mr. SPEAKER.—What about Sri Narayanaswamy's amendment?

Sri B. NARAYANASWAMY.—I seek the leave of the House to withdraw it, Sir.

*The amendment was, by leave, withdrawn.*

Mr. SPEAKER.—Sri M. V. Rama Rao.

Sri M. V. RAMA RAO—Sir, I now move the amendment of which I have given notice seeking to substitute another explanation in place of the existing explanation to clause 41. The amendment consists of three parts :—

“For the existing Explanation, the following Explanation shall be substituted, namely :—

‘Explanation.—In this section the expression “proceeding in relation to the transferred territory” means :—

“(a) any suit or proceeding in respect of any property, or cause of action or matter, situate or arising within or relating to the territory added to the State of Mysore by sub-section (1) of section 4, in the High Court of Madras ;

(b) any appeal or other proceedings from or in respect of any judgment, decree or order of the High Court of Madras relating any property or cause of action or matter situate or arising within or relating to the territory added to the State of Mysore by sub-section (1) of section 4 ; and

(c) any appeal or other proceeding from or in respect of any judgment, decree or order of any court or tribunal within the territory added to the State of Mysore by sub-section (1) of section 4 ;

but such proceeding does not include any suit, appeal or other proceeding relating exclusively to the Alur, Adoni and Rayadurg taluks :

provided that if a proceeding in relation to the transferred territory is partly in respect of a property or cause of action or matter situate or arising within or relating to the territory added to the State of Mysore by sub-section (1) of section 4, such part of the proceeding shall stand transferred to and be deemed to have been commenced in the High Court of Mysore.”

Sir, the necessity for this amendment may be briefly indicated with reference to what is not provided in the existing explanation. It will be seen that in sub-clause (2) of clause 41, it is said :

“(2) All proceedings in relation to the transferred territory pending in the High Court at Madras immediately before the appointed day shall, by virtue of section stand transferred to the High Court of Mysore and shall be disposed of by it in exercise of the jurisdiction conferred on it by this section.”

The expression “proceeding in relation to the transferred territory” has been explained in the existing explanation in this manner. The expression “proceeding in relation to the transferred territory” means any appeal or other proceeding from, or in respect of, any judgment, decree or order of any court or tribunal within the territory added to the State of Mysore by sub-section (1) of section 4 but does not include any appeal or other proceeding relating exclusively to the Alur, Adoni or Rayadurg taluk. Now what is not provided for in this existing explanation is that original suits pending in the High Court of Madras immediately before the appointed day would not be transferred and appeals or other proceedings from any decree, judgment or order of the Madras High Court passed on original side would not lie to the High Court of Mysore as they ought to, but instead

would lie to the High Court of Madras.

2-30 P.M.

It will be seen that in respect of the transferred territory if an original suit has been filed on the original side of the Madras High Court and that case has been or had been disposed of by a single judge of the Madras High Court an appeal from the judgment decree or order passed by such Judge in the exercise of the original jurisdiction of the Madras High Court, which would be no more than the jurisdiction exercisable by a District Judge presiding over the particular court of original jurisdiction on the civil side, would lie in the ordinary course to the High Court of Mysore at it would lie if the judgment had been passed by the presiding Judge of the District Court of Bellary, when the appeal would naturally lie to the High Court of Mysore. But if for any reason such as the plaintiff's preference or the defendant's preference, such suit having been originally brought in the District Court of Bellary, has been transferred to the original side of the Madras High Court for trial and disposal but has not been so disposed of on the original side, the High Court of Mysore stands to be deprived of the appellate jurisdiction in respect of matters relating to properties within the territorial jurisdiction conferred upon the High Court of Mysore by this very Act; that, in my opinion, would be highly unreasonable. In order to remedy this defect, I suggest that this amendment may be accepted.

Mr. S P E A K E R.—Amendment moved :—

“That for the existing Explanation, the following Explanation shall be substituted, namely :—

“*Explanation.*—In this section the expression “proceeding in relation to the transferred territory” means :

“(a) any suit or proceeding in respect of any property, or cause of action or matter,

situate or arising within or relating to the territory added to the State of Mysore by sub-section (1) of section 4 in the High Court of Madras ;

(b) any appeal or other proceeding from or in respect of any judgment, decree or order of the High Court of Madras relating to any property or cause of action or matter situate or arising within or relating to the territory added to the State of Mysore by sub-section (1) of section 4 ; and

(c) any appeal or other proceeding from or in respect of any judgment, decree or order of any court or tribunal within the territory added to the State of Mysore by sub-section (1) of section 4 ;

but such proceeding does not include any suit, appeal or other proceeding relating exclusively to the Alur, Adoni and Rayadurg taluks :

provided that if a proceeding in relation to the transferred territory is partly in respect of a property or cause of action or matter situate or arising within or relating to the territory added to the State of Mysore by sub-section (1) of section 4, such part of the proceeding shall stand transferred to and be deemed to have been commenced in the High Court of Mysore”.

Sri K. HANUMANTHAIA.—Sir, for the reasons that have already been given I am in agreement with the amendment moved by my friend, Sri M. V. Rama Rao. I accept the amendment.

Sri R. ANANTARAMAN.—Before the amendment is accepted, I require one clarification from the Government. If a single Judge passes a decree on the original side, there will be an appeal to the Bench of Judges in the Madras High Court. Similarly there can be an appeal to

(SRI R. ANANTARAMAN.)

the Bench of Judges in the Mysore High Court. Usually, nowadays it is against the order passed by a single Judge there would be appeal again to the High Court. Where is the difficulty? He says that against the orders passed by a single Judge usually there will be no appeal to the Bench of Judges here.

Sri M. V. RAMA RAO.—I did not say so. It is what the Hon'ble Member says.

Sri R. ANANTARAMAN.—A single Judge passing a decree on the original side, there will be appeal to the Bench of Judges. Supposing a single Judge has passed a decree in the High Court, there will be appeal to the Bench of Judges.

Mr. SPEAKER.—It looks as though you did not follow the Hon'ble Member, Sri M. V. Rama Rao.

Sri R. ANANTARAMAN.—I followed him.

Mr. SPEAKER.—This amendment has been accepted by the Government. I shall put it to the House now.

The question is :—

“That for the existing Explanation, the following Explanation shall be substituted, namely :—

“*Explanation.*—In this section the expression “proceeding in relation to the transferred territory” means :

“(a) any suit or proceeding in respect of any property, or cause of action or matter, situate or arising within or relating to the territory added to the State of Mysore by sub-section (1) of section 4, in the High Court of Madras ;

(b) any appeal or other proceeding from or in respect of any judgment, decree or order of the High Court of Madras relating to any property or cause of action or matter situate or arising within or relating

to the territory added to the State of Mysore by sub-section (1) of section 4 ; and

(c) any appeal or other proceeding from or in respect of any judgment, decree or order of any court or tribunal within the territory added to the State of Mysore by sub-section (1) of section 4 ;

but such proceeding does not include any suit, appeal or other proceeding relating exclusively to the Alur, Adoni and Rayadurg taluks :

provided that if a proceeding in relation to the transferred territory is partly in respect of a property or cause of action or matter situate or arising within or relating to the territory added to the State of Mysore by sub-section (1) of section 4, such part of the proceeding shall stand transferred to and be deemed to have been commenced in the High Court of Mysore.”

*The motion was adopted.*

Mr. SPEAKER.—The question is :

“That Clause 41, as amended, stand part of the Bill.”

*The motion was adopted.*

Mr. SPEAKER.—Now, there are no amendments in respect of clauses 42, 43, 44 and 45. I will now put the clauses. The question is :

“That clauses 42, 43, 44 and 45 stand part of the Bill.”

*The motion was adopted.*

Mr. SPEAKER.—Clause 46.

Sri MULKA GOVINDA REDDY.—Sir, I move my amendment to clause 46 which is as follows :—

“That clause 46 be so amended as to provide for the following provision, namely :—

‘All types of assets and liabilities, unissued stores, articles, goods and various funds including depreciation reserve funds



in the State of Madras, shall be divided between the States of Madras, Andhra and Mysore in proportion to the population of the States of Madras, Andhra and of the territory transferred to the State of Mysore'."

Before proceeding further I would like to read the original clause.

"46. *Apportionment of assets and liabilities.*—(1) Subject to the other provisions of this Part, the assets and liabilities of the State of Madras immediately before the appointed day shall be apportioned between that State and the States of Andhra and Mysore in accordance with the provisions contained in the Seventh Schedule.

(2) Any dispute relating to, or arising out of, such apportionment shall be referred to the President whose decision shall be final."

So, all assets and liabilities should be shared in proportion to the population that these three States are going to have, that is, the residuary State of Madras,.....

Sri M. LINGANNA.—I rise to a point of order. His amendment is no amendment, for the following reasons. I wish to draw the attention of the Chair to page 51 of the present Bill.

"The provisions as to apportionment embodied in the Schedule are based generally on the recommendations of Mr. Justice Wanchoo contained in his Report on the formation of Andhra State. The proportion mentioned in paragraphs 2, 7 (1), 7 (2) 8, 9 and 17 (3) have been calculated on the basis of the population of the residuary State of Madras, the State of Andhra and the territory sought to be added to the State of Mysore by sub-clause (1) of clause 4 of the Bill."

The entire clause 46 seeks to divide the assets and liabilities and this is

based on the Seventh Schedule which in itself is based on the basis of population of the several States. So, his amendment is no amendment at all and as such I submit that his amendment is out of order.

Mr. SPEAKER.—I do not hold that it is out of order.

Sri MULKA GOVINDA REDDY.—Sir, in the Seventh Schedule provisions as to apportionment of assets and liabilities between Madras, Andhra, and Mysore States have been made. To clear the doubt that has been raised I will read the Seventh Schedule.

"Subject to the other provisions of this Schedule, all land and all stores, articles and other goods shall remain the property of, or, as the case may be, pass to, the State in which they are situated."

Mr. SPEAKER.—Are you reading the whole of it?

Sri MULKA GOVINDA REDDY.—There are certain provisions where this proportion is not adhered to.

Mr. SPEAKER.—It comes to 5½ pages. No time.

Sri MULKA GOVINDA REDDY.—By going through the Seventh Schedule one will find that this proportion according to the population of the residuary State of Madras, the State of Andhra and of the transferred territories to Mysore has not been adhered to. So in the interests of and in fairness to all the three States, I desire that these should be apportioned in proportion to the population of these three States. When I said the population of the Mysore State, I meant only the transferred territories to Mysore.

Mr. SPEAKER.—Amendment moved :

"That Clause 46 be so amended as to provide for the following provision, namely :—

'All types of assets and liabilities, unissued stores, articles, goods and various funds including depreciation reserve funds

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in the State of Madras, shall be divided between the States of Madras, Andhra and Mysore in proportion to the population of the States of Madras, Andhra and of the territory transferred to the State of Mysore."

Sri K. HANUMANTHAIYA.—Sir, I cannot accept this amendment because these assets and liabilities will be determined according to the provisions contained in the Seventh Schedule. The first section itself makes it clear. If there is anything that we have to do to rectify matters, we can do so when we take the Seventh Schedule into consideration. I therefore do not propose to accept the amendment and I request the House to reject it, Sir.

Sri MULKA GOVINDA REDDY.—I seek leave of the House to withdraw my amendment.

*The amendment was, by leave, withdrawn.*

Mr. SPEAKER.—The question is:

"That clause 46 stand part of the Bill."

*The motion was adopted.*

Mr. SPEAKER.—Clause 47. An amendment stands in the name of Sri M. V. Rama Rao.

Sri M. V. RAMA RAO.—Sir, I beg to move the following amendment:

"At the end of sub-clause (1), the following proviso shall be added, namely:—

"Provided that if any State neglects, omits or declines to enforce the performance of any such contract, any other State whose purpose is also partly a purpose of such contract shall, in its own right, be entitled to enforce the same and to take and institute all necessary legal or other proceedings in its own name for such enforcement."

Sir, clause 47 deals with contracts and makes certain provisions for the transference of contracts, for the substitution of parties to contracts and for the enforcement of certain transferred contracts by the parties, original or substituted. But certain contracts would perhaps cease to be enforceable if this section is not suitably amended by the addition of a proviso such as the one I have suggested at the end of sub-clause (1).

Now, it will be seen that under paragraph (1) of clause 47 if the contract is for purposes which are exclusively Andhra purposes or if the contracts is for purposes which are partly Andhra purposes and partly Mysore purposes and is not concerned with the State of Madras, then such contract shall be deemed to have been made in the exercise of the executive power of the State of Andhra instead of the State of Madras. If the contract has been entered into by the State of Madras in the exercise of its executive power, then, if the purposes are exclusively Andhra purposes or partly Andhra purposes and partly Mysore purposes, this clause says that such a contract shall be deemed to have been made in the exercise of the executive power of the State of Andhra instead of the State of Madras. Paragraph 3 of this sub-clause (1) deals with contracts where the purposes are exclusively Mysore purposes. If the contract is for purposes which as from the appointed day are exclusively for purposes of the State of Mysore, the contract shall be deemed to have been made in the exercise of the executive power of the Mysore State instead of the State of Madras; and in any other case under paragraph (c), the contract shall be deemed to have been made in the exercise of the executive power of the State of Madras and all rights and liabilities which have accrued or may accrue under any such contract shall to the extent to which they would have been rights and liabilities of the State of Madras as such immediately before the appointed date, be rights and liabilities of the

State of Andhra, the State of Mysore and the State of Madras as the case may be. As I have already observed, Sir, in the course of the general debate on the motion for taking this Bill into consideration, if there is a contract entered into by the State of Madras for the supply of goods or performance of services which relate mainly to the transferred territory that will be added to the State of Mysore and in part also to the territory which will be residuary Madras State or relate partly to Andhra State, then, irrespective of the size of the part which relates to Mysore or to Andhra, such a contract would be transferred and would be deemed to be a contract entered into in the exercise of the executive authority of the State of Andhra. If such a contract instead of being related to purposes which are partly Andhra and partly Mysore, happens to be a contract for the purposes which are mainly Mysore's concern, but in part only purposes of Madras, then Mysore will not be in a position to enforce such a contract even if it is worthwhile or necessary for it to do so. In such cases since it will be deemed to have been made in the exercise of the executive power of the State of Madras as before, unless it is in the interests of Madras State to enforce such a contract, it is not reasonable to expect that such a contract will be enforced by the State of Madras when it is not concerned with the purposes in a considerable or sufficient measure. Therefore, in such cases it would be necessary that the State of Mysore should be enabled to institute proceedings for the enforcement of these contracts. As a matter of fact I can even cite an illustrative case. Supposing the State of Madras has entered into a contract for the supply of materials such as cement, copper wire or something of the kind. Then if the bulk of that material is intended for use in the territory that is to be transferred to Mysore State and only a small or infinitesimal part of it was intended for use in the Madras territory, then if such a contract under the clause as it stands

is to be deemed to be a Madras Contract and the right of enforcing this is to remain with Madras alone and if Madras does not choose to enforce such a contract and if Mysore finds it necessary to enforce that contract, the power to do so would not be possessed by the State of Mysore under this clause as it stands. Therefore, I have proposed that this proviso should be added which would apply not merely to Mysore but to all the three States and to the following effect: that if any State neglects, omits or declines to enforce such a contract, any other State whose purposes are also partly purposes of such a contract shall in its own right be entitled to enforce the same and to take and institute all necessary legal or other proceedings in its own name for such enforcement. Sir, the necessity for the addition of this proviso may derive some added importance and significance if I refer to the contract for the supply of electrical energy to the Ceded Districts of what is now Madras under the terms of which Mysore State has the liability to supply electrical energy not only to the State of Madras as before, but is very likely to be saddled with the liability and responsibility to supply extra electrical energy to the territory that will now come into Mysore. This contract, as I pointed out before provides for the supply to Madras State something of the order of 4,000 kws. of electricity to be used by the State of Madras for distribution either in the Ceded Districts of Madras State or for any other purpose which the Madras State may deem fit. As a matter of fact, a considerable proportion of this electrical energy is being diverted to the districts of Hyderabad State and according to my information, Madras State is actually selling this electrical energy to Hyderabad and making a small profit. Now though I do not propose to concern myself with the profit factor, I suggest that we should all concern ourselves very much with the question whether this agreement, from its wording,

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would impose a liability to supply electrical energy to Madras hereafter and also the State of Andhra which will be substituted as a party who will stand to benefit by this. If this liability continues to be imposed on us without any corresponding compensation in respect of the liability for supplying electricity to the Bellary area that will be added to the territories of Mysore, then it is conceivable that all kinds of trouble and controversy will arise in respect of the enforcement or the fulfilment of the individual contracts for the consumption of electricity entered into and made by individual citizens who consume the electricity that is being distributed in Bellary area now and if this liability continues to be imposed on us but no corresponding compensation is made in respect of the liability for supplying electricity to the Bellary area that will be added on to the territories of Mysore, then it is conceivable that all kinds of trouble and controversy will arise in respect of the enforcement or the fulfilment of individual contracts for the consumption of electricity entered into and made by individual citizens who consume the electricity that is being distributed in Bellary area now and although the point of supply from Mysore to Madras or to Andhra may still be situated within the transferred territory, if we do not make adequate provision for the safeguarding of individual contractual rights, a position may arise in which individual consumers of electricity whose contract has been made with the State of Madras will not be entitled to enforce the contract against the State of Mysore nor against the State of Andhra to which the contractual rights and liabilities have been transferred, but of necessity will have to look to the State of Mysore for the supply of electricity. Now although the amendment of this section will not provide a cure for all future troubles and controversies and more particularly in relation to the type of contracts for the supply of goods or

performance of services to which I have referred earlier, this provision would be necessary and I earnestly suggest to the Government that in respect of this electricity agreement, when they negotiate the agreement at Government level on matters connected with the Tungabhadra Project and such other matters, Government should see that this liability to supply electric energy for distribution to Ceded Districts or elsewhere under which Mysore continues to supply 4,000 k.w. electric energy, is suitably modified so that Mysore will not be saddled with any additional liability. I commend this amendment for the acceptance of this House.

Mr. SPEAKER.—Amendment moved :

“At the end of sub-clause (1), the following proviso shall be added, namely :—

‘Provided that if any State neglects, omits or declines to enforce the performance of any such contract, any other State whose purpose is also partly a purpose of such contract shall in its own right be entitled to enforce the same and to take and institute all necessary legal or other proceedings in its own name for such enforcement.’”

Sri K. HANUMANTHAIYA.—As I have said already, I accept this amendment.

Mr. SPEAKER.—The question is :

“At the end of sub-clause (1), the following proviso shall be added, namely :—

‘Provided that if any State neglects, omits or declines to enforce the performance of any such contract, any other State whose purpose is also partly a purpose of such contract shall in its own right be entitled to enforce the same and to take and institute all necessary legal or other proceedings in its own name for such enforcement.’”

*The motion was adopted.*

Mr. SPEAKER.—The question is :

“That Clause 47 as amended stand part of the Bill.”

*The motion was adopted.*

Mr. SPEAKER.—Clauses 48 and 49. There are no amendments under Clauses 48 and 49. The question is :

“That Clauses 48 and 49 stand part of the Bill.”

*The motion was adopted.*

Mr. SPEAKER.—We shall now rise for lunch and meet at 3-30 P.M.

*The House adjourned for Lunch at Fifty-five Minutes past Two of the Clock and reassembled at Thirty Minutes past Three of the Clock.*

[Mr. SPEAKER in the Chair.]

Mr. SPEAKER.—We have now covered up to clause 50.

Sri K. HANUMANTHAIYA.—Before we go to Part VI, shall we take up the amendment regarding Tungabhadra Project? Copies of the amendment have been distributed to all the Members.

Mr. SPEAKER.—That is Clause 62-A. Yes, you may move your amendment.

Sri K. HANUMANTHAIYA.—Sir, I beg to move the following amendment :

‘For Clause 62-A, the following shall be substituted.—

“62-A. *Special provisions with regard to Tungabhadra Project.*

(1) Ownership, and all rights in respect of the administration and operation of the Project in the transferred territory shall, on the appointed date, vest exclusively in the State of Mysore; and ownership, and all rights in respect of the administration and operation of the portion of the Project situated in the territories of the State of Andhra shall, on the appointed date, vest in the State of Andhra.

(2) Rights and liabilities of the State of Madras in relation to the Tungabhadra Project shall, on the appointed day, be the rights and liabilities of the States of Andhra and Mysore subject to such adjustments as may be made by agreement between the said States, or if no such agreement is reached within three years from the appointed day, as the President may by order determine :

Provided that the order so made by the President may be varied by any subsequent agreement entered into between the States of Andhra and Mysore.

(3) An agreement or order referred to in sub-section (2) shall, if there has been an extension or further development of the Project after the appointed day, provide also for the rights and liabilities of the States of Andhra and Mysore in relation to such extension or further development.

(4) The rights and liabilities referred to in sub-sections (2) and (3) shall mean—

- (a) the rights to receive and to utilise water which may be available for distribution as a result of the Project,
- (b) the rights to receive and to utilise the power generated as a result of the Project, and
- (c) the liabilities in respect of the construction and maintenance of the Project.

(5) In this section, the expression ‘Tungabhadra Project’ or ‘the Project’ means the project agreed to between the Government of Madras and the Government of Hyderabad before the appointed day and all extensions and further developments thereof.”

Sir, this amendment is in consonance with the opinion expressed already in this House. More than that, it is an agreed solution to the problem. The parties represented in



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this House have, after some discussion, come to this conclusion. This question is being considered from the point of view of the State as a whole and not from the point of view of any particular party. Here we are bound to safeguard the interests of the State. When we take that view of the matter, there is no question of party differences in regard to any of these provisions. Discussions from the very beginning are proof of that healthy and happy attitude. Sir, this amendment embodies two or three principles. Many members who spoke before asked me to clarify certain points. Answers to those queries are embedded in this amendment. The first question is, who should be owners of the Project? Land is defined in clause 2 of the Seventh Schedule in the way in which it has been defined in the Transfer of Property Act. Land means everything that is on land and appurtenant thereto. From the point of view of this definition as well as from the point of view of law, Tungabhadra Project is situated within the transferred territory and that becomes part of Mysore territory. Then, Sir, it logically and legally follows that the Project lying within the State of Mysore must naturally be under the ownership of the Mysore State. So far as the portion of the Project which is beyond the territories of Mysore State and is within the territories of Andhra State is concerned we have conceded the same right of ownership, management and administration. Therefore, Sir, the position that is envisaged by this amendment is in consonance with law. As some Members pointed out, it would lead us to very many anomalies if two States own a particular project within the territories of one State. Administrative units are formed definitely for the purpose of avoiding dual control, dual authority and consequent conflicts and disputes. When Andhra State is being constituted into one administrative unit, they should have complete ownership, manage-

ment and operation over their projects and works. Similar concession should be extended to other States. It is on this equitable principle that this amendment is framed. It is therefore, Sir, many Members wanted that this Project, to the extent it lies within the Mysore State Territory, should be the property of the Mysore State. That principle has been incorporated in this amendment. Regarding other rights and liabilities, provision has been made for mutual discussion and agreement to be arrived at. The other rights—water and electricity—have to be supplied to Andhra State also. My friend Sri Mulka Govinda Reddy gave a brief background of the project. He said this Project was intended to relieve the distress conditions that almost permanently prevail in this part of the country. I agree with him to some extent. It is the intention of all of us that, to the extent possible, territories in Andhra State also must enjoy the benefit of the water and electricity which is going to be produced in pursuance of this Project. But the quantity that should be supplied, the rate at which it should be supplied and the acreage to be irrigated are subject matters for negotiation. We have not concluded the issue; whereas the existing Section 62A in its last clause (2) wants to commit us to the position of supplying water to the Districts of Kurnool, Anantapur and Cuddapah and of course part of Bellary District, we are not now prepared to commit ourselves to supplying water to all these Districts. The Project itself envisages certain number of acres to be irrigated under the low level canal and certain number of acres under high level canal. If we commit ourselves to the position that we are bound to supply water to these three districts and the three taluks of Bellary District, we will be inviting trouble for ourselves. Suppose these three taluks and three districts insist that water should be supplied to all available arable land in those terri-

teritories, it may be that there will not be a drop left for territories within Mysore State. We cannot commit ourselves to this extreme and dangerous position. If we are to supply water to Andhra Territory, it must be on this principle that sufficient water will have to be provided for lands within Mysore Territories and the remaining water will be placed at the disposal of the State of Andhra. Otherwise, we will be committing the Government of Mysore to a position of helping people in Andhra Territory at the cost or expense of the people of Mysore Territory. We have been working here primarily to safeguard the interests of Mysore people; the Andhras also in their State have to safeguard the interests of the people in that State. Those are two obvious propositions. We shall sit at a table and discuss all these problems and try to arrive at an agreement. I hope it will be possible to arrive at an agreement on all these matters. In case it becomes impossible, in case it becomes difficult, provision has also been made in the amendment for the solution of such an impasse. The Government of India, that is, the President, can order and that decision will be final. So, Sir, this amendment is based on principles of equality, it is based on principles of law and equity and it is based on, what is called, impartiality of approach to the problem also, for, whatever rights have been claimed for Mysore State have also been conceded to Andhra State. I, therefore, Sir, commend this amendment to the acceptance of this House.

Mr. S P E A K E R.—Amendment moved :

“For Clause 62-A, the following shall be substituted.—

“62-A. *Special provisions with regard to Tungabhadra Project.*

(1) Ownership, and all rights in respect of the administration and operation of the Project in the transferred territory shall, on the appointed date, vest exclusively in the State of

Mysore; and ownership, and all rights in respect of the administration and operation of the portion, of the Project situated in the territories of the State of Andhra shall, on the appointed date, vest in the State of Andhra.

(2) Rights and liabilities of the State of Madras in relation to the Tungabhadra Project shall, on the appointed day, be the rights and liabilities of the States of Andhra and Mysore subject to such adjustments as may be made by agreement between the said States, or if no such agreement is reached within three years from the appointed day, as the President may by order determine :

Provided that the order so made by the President may be varied by any subsequent agreement entered into between the States of Andhra and Mysore.

(3) An agreement or order referred to in sub-section (2) shall, if there has been an extension or further development of the Project after the appointed day, provide also for the rights and liabilities of the States of Andhra and Mysore in relation to such extension or further development.

(4) The rights and liabilities referred to in sub-sections (2) and (3) shall mean—

- (a) the rights to receive and to utilise water which may be available for distribution as a result of the Project,
- (b) the rights to receive and to utilise the power generated as a result of the Project, and
- (c) the liabilities in respect of the construction and maintenance of the Project.

(5) In this section, the expression ‘Tungabhadra Project’ or ‘the Project’ means the project agreed to between the Government of Madras and the Government of Hyderabad before the appointed day and all extensions and further developments thereof.”

Sri J. MOHAMED IMAM.—While supporting the amendment moved by the Chief Minister, I desire to make a few observations. 62-A seems to have been introduced as a part of this Bill as an after-thought and at a later stage. I am a little surprised that these enabling clauses have become part of this Bill and it is proposed to impose this legislation with this clause without consulting the Government of Mysore or other concerned Governments. I wish the Government of India had undertaken the legislation regarding Tungabhadra after consulting the various States including the State of Mysore. Problems relating to Tungabhadra have become difficult and more difficult and must be solved in view of the fact that the District of Bellary has been bifurcated. It would have been more appropriate on the part of Government of India to have undertaken the legislation in consultation with the concerned Governments. Now, as can be seen by this legislation concerning Tungabhadra, it seems to be one-sided. They have not studied the local conditions and have not taken into consideration the implications. This does not seem to be a final piece of legislation. I wish to draw the attention of this House to this morning's radio announcement of the Centre proposing to introduce another legislation regarding Tungabhadra. How it has originated and under what circumstances and whether it is proposed to supersede this piece of legislation is not yet clear. That is why I made an appeal to the Chief Minister to get in touch with the Government of India and ascertain the real fact. Whatever it may be, it is clear that the Government of India seems to impose on us certain factors which may not be acceptable to us and which may be prejudicial to the interest of the State. Even now I submit and appeal to the Government of India that they should not take any hasty step, that too through legislation, to burden us with some of these liabilities or obligations

which may create complications and which may not lead to smooth working of this scheme. Sir, the amendment aims at one important thing; that is, the ownership of that portion of the Project which lies in the State of Mysore is sought to be vested with the Government of Mysore. It is quite logical and natural. In the Seventh Schedule it is defined that the ownership of all lands in the transferred territory will be transferred to the Government of Mysore; it is quite clear. Then, the question arises, when the entire land belongs to the State of Mysore, can any other agency, an outsider, come and share a claim in the administration or can any Corporation or Institution come in over which they have no jurisdiction? If such a thing is admitted, will it lead to harmonious relationship? That is the question. Now, the entire dam portion, the water areas, all these lie in Mysore. The canal portion which runs to a distance of 120 miles lies in the transferred part of Bellary District. Such being the case, what justification is there for any other Government to come and interfere with the administration? So, the amendment aims at a very important thing. When we are the owners of that land and all the properties logically belong to us, the entire administration must also be transferred. It may be argued that Tungabhadra Dam was a joint venture till now and it was undertaken by the Government of Madras and they have spent borrowed money and Mysore has now come in and so how can Mysore claim the ownership? It is true that the Government of Madras have raised loans and have spent about 15 crores of rupees on this Project. But, now, as a result of the transfer of this, both the assets and liabilities are transferred to the State of Mysore, the asset being that portion of the Project lying in the State of Mysore. Now, some Members may apprehend that when we take over the entire assets and when we assume the ownership, it may be that

we must take over the corresponding liabilities also. I agree that the liabilities that come to our share according to the agreement, must be borne by us. I may roughly state what may be the liability. The amount spent is about 15 crores. According to this, the Andhra and Mysore will have to share a liability of about 7 to 8 crores. Again this share will have to be apportioned between the State of Andhra and the State of Mysore in proportion of the utility conferred on each State, in which case the portion of that liability on the State of Mysore will be in the neighbourhood of 3 to 4 crores. This is my own calculation. When we take up the entire ownership, our liability towards the public debt will not exceed 3 to 4 crores. So, that need not make us nervous. In fact some Members expressed that when we are taking up the entire ownership and administration, we will have to shoulder the entire public debt. That is not the case.

Another reason why the entire management and administration should be handed over to Mysore is this. As I pointed out the other day, this Tungabhadra Project, apart from the irrigational benefits, it confers certain disadvantages also to the people living near the Dam. Three taluks have been affected by this. Their health conditions have to be maintained. Necessary precautions will have to be taken in affording health facilities to those areas which lie in the transferred territory. It is the primary duty of the Mysore Government to take necessary steps and precaution to maintain their health. From this point of view also it is quite necessary that the entire administration is taken by the Government of Mysore.

Some friends questioned about the future liabilities. About the future liabilities, I think the position is quite clear. The remaining work that has to be done is the completion of the Mysore portion of the Dam. That does not require much expenditure.

Secondly, I think the low level canal work is almost complete. The only work that has to be undertaken is the execution of the high level canal. That is a matter for further consideration. We have to find the storage capacity of the Tungabhadra Dam so as to provide sufficient water to the high level canal. In fact it was pointed out by our Engineers that our share of water, the amount of water available between the Andhra and Mysore is 65,000 million c.ft.

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And this is quite enough to be taken through the Low Level Canal for a distance of 200 miles. And it is only when you store excess of water, we will have to let out water to the High Level Canal. So, that is not an immediate problem. As and when it materialises, the Mysore Government will execute that portion of the High Level Canal which will lie in the Mysore territories and that portion which lies in the Andhra territory will be undertaken by the Andhra State. So there will not be any difficulty on that. It depends on the finances available. Anyhow, that is a burden which we cannot escape from, whether the management lies with us or with the Joint Board or with any other agency, because that portion of the work will have to be undertaken by the Government of Mysore as it lies immediately in our territory.

There is another matter which we have to consider, as pointed out by the Hon'ble the Chief Minister, that is, as regards the sharing of the waters as between Mysore and Andhra. No agreement has yet been arrived at. This clause 5 in the existing Bill states that the water should be provided to four districts. In which case, and if we commit ourselves to this provision, and if we agree that the waters of the Tungabhadra dam should irrigate areas in Cuddapah, Kurnool and Ananthapur Districts, then, I am afraid, hardly any water will be left for the taluks in Bellary District. And agreement which will be impossible

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for us to work. What has to be found out is this: how much area can be irrigated with the present storage?—that has to be taken into account. No agency has determined that. It is proposed to take the water to four districts. Is water enough for that? That has not been worked out. So far as my experience goes, the present quantity of water will suffice only for the District of Bellary including Adoni and Bellary and it may not go beyond that. It is unnecessary for us to undertake the execution of the High Level Canal. So the most important point to be embodied in the agreement is that we must see that the ownership and administration must vest with the Government of Mysore. If this principle is not accepted, then there will always be troubles and complications and the problem will not be solved.

I would suggest even, possibly the Government also may suggest, that at present they need not undertake any legislation at all. They must undertake legislation only when a common agreement has been arrived at by all the Governments concerned and only when there is unanimity regarding the steps we have to take. It is only then legislation has to be introduced. Till then this must remain only as a subject of negotiation and discussion. And to have an unilateral legislation like this will be really very unfair and it will be doing injustice to the Mysore State. So, on these grounds I support the amendment moved by the Hon'ble the Chief Minister.

Sri M. V. RAMA RAO.—May I say a few words?

Mr. SPEAKER.—Yes.

Sri M. V. RAMA RAO.—Clause 62-A is a special provision with regard to Tungabhadra Project. At first they left it out because it deals essentially with a matter which has to be determined by mutual agreement at Government level. In spite of all that we may be able to say either in

favour of or against or in modification of the proposal contained in it, most of the important matters could still be left for being determined by mutual Governmental negotiation and agreement. That is provided broadly in the provision relating to contracts in the earlier part of this Bill. As most Hon'ble Members have observed, clause 62-A itself is introduced in the Bill on second thoughts. But while I am not able to agree wholly either with the provision as contained in this clause or with certain recommendations that have been made by the Legislature of Madras suggesting how these provisions should be modified, I have to confess to a feeling of difficulty even after carefully reading the amendment which is now before the House. In dealing with this matter it would be necessary, I may say, to split up this matter into two or three factors for being thought of separately so that our ideas may be clearly conveyed to those who will be in a position to make final modifications in this clause, namely, the Parliament. Firstly, it is true that Tungabhadra project will be situated in the territories coming to Mysore and therefore, under the definition of 'land' as mentioned in the Seventh Schedule to this Bill, this Tungabhadra Project will be part of the territory of Mysore and as such it will belong physically to Mysore. I do not think that this question of ownership of the Project as such need raise any apprehension either in our minds or in the minds of the people of Andhra State, for instance, because such apprehensions cannot possibly suggest any shifting of the Project from the territories of Mysore to elsewhere. And it could not be that the Andhra State can propose that part of the territory which is coming to Mysore in which the Project is located should be under the joint territorial jurisdiction of all the three States. A question arises whether we want the ownership of this project in the sense of being allowed to exercise our proprietary rights



such as they will be after agreement or by order of the President, exercising our rights exclusively in such manner as would be of advantage to ourselves. I am afraid that such a proposition would not only be unreasonable but would, in fact, be also impracticable, because we have to remember that although this Project is coming to us as an asset along with the territories being added to Mysore, it carries with it liabilities which cannot be separated from it. This Project has been built at considerable expense and the expenditure incurred on it up-to-date has been partly financed out of the revenues of the Madras State and partly by borrowing. In respect of these matters the Seventh Schedule makes certain provisions for the apportionment of liabilities and allocation of assets. Now, while we consider this clause 62-A, we cannot separate consideration of the provision from the consideration of the relevant part of the Seventh Schedule, more particularly paragraph 12 of the Schedule. And as a matter of fact certain amendments have been tabled to paragraph 12 (3) of the Seventh Schedule.

With reference to one particular amendment, though I do not wish to anticipate the moving of the amendment or the discussion on the relevant portion of the Seventh Schedule, it is necessary to point out that when we claim to take this Tungabhadra Project as a property belonging to the Mysore State hereafter, we cannot in reason repudiate such reasonable liability as should be fixed upon it with reference to our claim. Sir, this House is aware that the Mysore Railways, for instance, were built through the course of years out of the revenue surplus or the borrowings of the Mysore State exclusively until they were taken over by the Central Government when the Communications became a Central subject. Those who were in charge of the Government and those who had occasion to acquaint themselves with the procedure followed at the

time the Mysore Railways were taken over by the Central Government, know very well that these Railways which formed a very material part of the productive assets of our State were not only taken over by the Central Government, but the liabilities of the Mysore State were also taken over by the Central Government in the same proportion as the Railways bore to the entire productive assets of the State. That, I think, was a very reasonable, sound and responsible arrangement that was made when the transference of the Railways from the Mysore State to the Central Government took place. If that analogy is any indication of what is proper to be done in matters of this kind, I think, Sir, it would not be reasonable for the State of Mysore to ask that the liability which should be properly borne by the State of Mysore in respect of the Tungabhadra Project should be scaled down merely because we are anxious to avoid the liability, or should be left to be determined in a way disadvantageous to our State, merely because the other State or the original clause makes provision which, on the face of it, is unreasonable.

Sir, I have no doubt that when the agreement is negotiated at Governmental level, matters of considerable importance like the apportionment of the liability for the expenditure incurred on this project will be dealt with satisfactorily. But what I wish to say with reference to it really is, whether the Government possess adequate information as to how much money was spent on this Project out of the revenue of the Madras State and how much was spent from out of the borrowings or from out of the loans or gifts or grants of money made by the Central Government; because the entire expenditure incurred by the Madras State out of the revenue of the Madras State would be transferred over to the State of Andhra and would be deemed to have been the revenue expenditure debitable to the Andhra State. If in the apportionment of liabilities it is only the

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expenditure for which capital accounts are kept which will be taken into account, as has been mentioned in the Seventh Schedule in sub-clause (3) (a) of clause 12, which says that only the expenditure on assets for which capital accounts have been kept shall be taken into account, if this is sufficient to assure us that no liability in respect of the expenditure financed out of the revenue surplus of Madras State will be imposed on the State of Mysore in respect of this Project, then I should say, for myself speaking that this is entirely satisfactory. If we read sub-clause (1) of clause 12 of the 7th Schedule, it says :

“ 12 (1) The public debt of the State of Madras attributable to loans raised by the issue of Government securities which are outstanding with the public immediately before the appointed day shall as from such day be the debt of the State of Madras ; and the States of Andhra and Mysore shall be liable to pay to the State of Madras their share of the sums due from time to time for the servicing and repayment of the debt.”

If this sub-clause (1) read with sub-clause (3) (a) is a sufficient statement of the case that only that part of the expenditure not chargeable to revenue account of the Madras Government will be the extent of liability which will be apportioned between Andhra and Mysore in respect of this Project, I say, speaking for myself that this is entirely satisfactory.

Then the second factor is about the administrative control of this Project. It is true, Sir, on a former occasion I did suggest in this House while speaking on this subject that it would be desirable though I would not go so far as to assert that the administrative control of this Project should vest exclusively in the State of Mysore. On further reflection, I owe it to myself as well as to this House to state

that insistence on exclusive administrative control of the Project would not perhaps be so simple, and probably not possible, for two reasons. It was pointed out by one Hon'ble Member who spoke on this subject that on the analogy of the Krishnarajsagar Reservoir, an arrangement might be made so as to reserve the exclusive administrative control of the project in Mysore guaranteeing an adequate or reasonable supply of water to the other States under the project. I think, Sir, that analogy is not quite proper. Firstly, although it is true that our right to impound a certain quantity of water in the Krishnarajsagar Reservoir is determined by agreement, the arrangement is designed to enable the State of Madras to impound water flowing in the Cauvery River after we have impounded whatever we have a right to impound in this Dam of ours. Now that agreement, I should think, is essentially an agreement relating to riparian rights. It is not as if any part of the water that we impound in the Krishnarajsagar Reservoir intended for use for irrigational purposes within the State of Mysore is subject to this agreement or is liable to be let out so as to enable the Madras State to fill in all their reservoirs. Secondly, I say as long as this project is designed, as in fact it has been designed, to impound water meant for irrigation of areas situate not only in Mysore hereafter, but also of areas situate in Andhra, it would not be other than reasonable for Andhra to ask that there must be a joint control and it is only an abundance of goodwill and sense of responsibility and wisdom in administering the tasks of Government that can guarantee to us any satisfactory evolution of this joint control.

Though it is easy for us to ask that this control should be exclusively ours, I am afraid that the very object for which this Project has been designed would put us out of court if we make such a proposition. I do not propose to say this in any spirit of opposition

to the amendment that has been moved here but merely to express the difficulties that would arise if these negotiations are carried on this basis.

Then the third factor is with reference to the completion of the works still remaining. Now I see that in the amendment that has been now moved before us, sub-clause (5) of Clause 62-A reads :

“In this section, the expression ‘Tungabhadra Project’ or ‘the Project’ means the project agreed to between the Government of Madras and the Government of Hyderabad before the appointed day and all extensions and further developments thereof.”

Now the same sub-clause in Clause 62-A as it appears in the Bill makes a reference to certain areas which will form part of Andhra.

“In this section, the expression ‘Tungabhadra Project’ or ‘the Project’ means the project agreed to between the Government of Madras and the Government of Hyderabad before the appointed day and, so far as the State of Madras is concerned, intended for the supply and distribution of water from the Tungabhadra river by means of high level and low level canals to the districts of Bellary, Anantapur, Cuddapah and Kurnool, and for the generation of electric energy, both hydro-electric and thermal, and its transmission and distribution to the said districts and includes any extension or further development after that day of that project for the said purposes.”

I think that the amendment which has been moved and which seeks to substitute a new sub-clause for this sub-clause (5), is probably intended to disown any liability to provide either irrigational facilities or electrical supplies to the districts of Anantapur, Cuddapah and Kurnool in so far as they may not be possible. I tried

my best to acquire some information with regard to the original intentions of those who conceived this project as to whether this Tungabhadra Project was designed to supply irrigational facilities and supply of electric power to the transferred territory situated in Bellary District and territories with which this Bill is not concerned situated in the State of Hyderabad and possibly the other areas in the Andhra State to which no specific reference has been made except in Clause 62-A. The material that has been placed in the hands of Hon'ble Members of this House as collected and compiled by the Special Officer, does not in fact throw any light upon this point. Therefore it is difficult for me to say whether this project was or was not intended to provide irrigational and other facilities to the areas in Anantapur, Cuddapah and Kurnool Districts. If the original design was that such facilities should be provided it would be unreasonable to ask now that those facilities or supplies should not be provided or made. Therefore, I say that while making our suggestions submitting our propositions for an amendment of this Clause suitably, we should be in a position to make propositions which are reasonable and which cannot be characterised either as being motivated by self-interest or being not sufficiently responsible. Government should satisfy themselves that the main purposes of this Project, in so far as it was conceived to make supplies of irrigational water and electricity to areas in Anantapur, Cuddapah and Kurnool Districts must be maintained and such arrangements as might be necessary for the due fulfilment of that object be made when the agreement is negotiated at Government level.

The fourth and the last point that I wish to touch before I resume my seat will be in regard to the agency for the completion of the unexecuted portion of the works. The report of the Special Officer makes a very brief reference to the works that remain to be done. It is said that

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"about 10 per cent of the head works in respect of irrigation, specified as Crest Gates to be manufactured and erected," remain to be done and with respect to canals, I am not able to understand what exactly is meant by the information contained in this material that was supplied to us. It is said: "Canals—Main—87 miles towards end Distributaries: 21 out of 34." I must confess it does not convey much information to me. However, without attempting to make any criticism of the information which is available to us, I would suggest that in respect of the unexecuted portion of the irrigational works and in respect of the unexecuted portion of the hydro-electric part of the project works, Mysore State should ask, as it can reasonably ask, that it should be entrusted with the task of completing these works and that for good reasons. In this State, we can claim with justifiable pride that we have had first-rate experience of hydro-electric projects. While other parts of the Indian Union which have taken up hydro-electric projects have found it necessary to indent upon the expert advice and assistance of foreign experts and engineers, in our State we have erected and maintained and operated generating stations without any such foreign assistance. Mysore engineers can certainly be entrusted with the execution of the unfinished portion of the irrigation and the hydro-electric works.

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This does not mean that the Andhra State should have no voice in determining how the completion should be made and at what cost. Those basic factors will be the subject of agreement, but if I may venture a comparison or an analogy, Mysore State should be entrusted with the actual task of completing these works in much the same manner as Managing Agents manage the affairs of a Joint-Stock Company. Then, after the works have been completed, the apportionment of liabilities and the

allocation of assets could be certainly determined by agreements—because I am quite certain that in respect of this Project, not one agreement, but many agreements will have to be made and renewed and altered and modified periodically as, in the nature of things, this Project being now incomplete, and having to be completed, will raise new and fresh problems from time to time.

Sir, with these observations, I suggest to Government, unless they have the feeling that there must be clause 62-A in this Bill, that nothing would be lost if this entire clause was omitted from the Bill, since the matter is essentially one to be determined by agreement. The principles upon which such agreement has to be reached are not in fact being adequately defined in one clause, because they are subject to the general principles laid down in the clauses relating to Contracts in this Bill. I should think, even if we omit this clause altogether and leave these matters entirely for negotiation and agreement, nothing would be lost. With these observations, I suggest that unless the Government is keen about this amendment, this clause itself could be omitted.

Sri K. HANUMANTHAIYA.—  
Sir, I do not want . . . .

(Sri Mulka Govinda Reddy was also seen standing.)

Mr. SPEAKER.—I was very closely observing the Hon'ble Member. No doubt he got up just before the Chief Minister. But he had his saying when a similar amendment was made.

Sri MULKA GOVINDA REDDY.—  
But this amendment was not before us when I spoke, Sir.

Mr. SPEAKER.—All right. He may speak.

Sri MULKA GOVINDA REDDY.—  
As Sri Rama Rao put it, I was also thinking . . . .

Mr. SPEAKER.—Have you any additional points?

**Sri MULKA GOVINDA REDDY.**—Yes, Sir, some additional points.

This clause was added after deliberation. While speaking on this amendment moved by the Hon'ble Chief Minister, some Members stated that the high level canal may not be necessary at the present juncture and when the need arose, it may be taken up, and so also that supply of power may be made when we find there is surplus; these statements, I feel, must be responsible for adding this clause—62-A.

**Sri A. BHEEMAPPA NAIK.**—Such statements as were made today, were responsible.

**Sri MULKA GOVINDA REDDY.**—I do not want to refer to statements made by responsible people in Mysore even before this.

**Sri J. MOHAMED IMAM.**—Can you quote them?

**Sri MULKA GOVINDA REDDY.**—The Chief Minister is reported to have made a statement to the effect that the hydro-electric power to be generated at the Tungabhadra dam will have to be supplied to Bhadravati Iron and Steel Works. He is reported to have made that statement. If it has not been made, I am not responsible. It has appeared in the Press and no contradiction has appeared regarding that. Therefore, I take it for granted that it is a fact. In view of the statement and similar opinions expressed, this new clause has been added on. As has been rightly pointed out by Sri Rama Rao, this ownership business that has been included in this amendment, I am afraid, is not a tenable one. It is not only unreasonable and illogical.

**Sri M. V. RAMA RAO.**—I did not observe so.

**Sri A. BHEEMAPPA NAIK.**—He referred to administration and not the 'ownership'.

**Sri MULKA GOVINDA REDDY.**—I am going to dispute it. If he did not say, it is all right.

**Mr. SPEAKER.**—When you quote a Member, it must be correct.

**Sri MULKA GOVINDA REDDY.**—He said so. You may refer to the notes. He has said that the ownership that has been included in this clause (1) is unreasonable to accept and complete ownership of the Project is unreasonable. But I feel that it is not only unreasonable . . . .

**Sri K. HANUMANTHAIYA.**—It is better not to quote. It is very often unnecessary to interfere. He need not quote. He can speak his own words. For example he quoted me and I am put to the necessity of denying. Every time it happens so. Therefore, it is far better he expounds his views. I will say whatever I have got to say on my own account.

**Sri MULKA GOVINDA REDDY.**—Ownership of the project which was intended for the use of the districts which I mentioned some time back is not only unreasonable, is not only illogical, but also illegal, for this reason that the expenditure on this Project will be borne by Mysore, by Andhra and by Hyderabad. I do not know how we can claim exclusive ownership of this Project when the other Governments have also invested their moneys in this Project. Just because by accident this dam site or this headwork is situated in Mysore or in the transferred territory, I do not see the reason why we should claim the ownership. Further, as has been pointed out, this Tungabhadra Project was intended for the use of the four districts. When such is the case, if the complete ownership of this as well as the right to further the construction of the Project and the high level canal and also to further the construction of this Hydro-electric project, were to lie exclusively with one State Government when the benefits are to be derived by others and also when moneys that are going to be spent for the furtherance of this Project should be shared by the other Governments, it would be unreasonable to claim this right; moreover, if this exclusive right is vested with one Government, then



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the people or the Government of Andhra and especially the people living in those four districts for whose benefit this was intended and this was taken up will have a right also and thier desire will not have been satisfied, Sir. So, it is for this reason that provisions under Section 62-A have been made in this Andhra State Bill.

Mr. SPEAKER.—You have not noticed that the Leader of your Party was saying that it is quite logical and natural.

Sri MULKA GOVINDA REDDY.—I have.

Sri J. MOHAMED IMAM.—I have permitted him to oppose on account of his profuse sympathy and loyalty towards Andhra State (*Laughter*).

Sri MULKA GOVINDA REDDY.—Sir, I am as much loyal to Mysore as any other Member. We have taken an oath to the Constitution of India and not to Mysore.

Mr. SPEAKER.—I did not refer to that.

Sri MULKA GOVINDA REDDY.—I am as much interested in safeguarding the rights of Mysore as any other Member, but I am not interested in safeguarding the rights of Mysore as against the rights of others. It is our duty to see that the rights of other States are not infringed. If we infringe the rights of other States, there would be cause for aggression and complaint. It is more for guarding the fair name of Mysore which is reputed for its generosity and hospitality and which should not be questioned—it is only for that reason I am stating this. Further in this clause 5:

“In this section, the expression ‘Tungabhadra Project’ or ‘the Project’ means the project agreed to between the Government of Madras and the Government of Hyderabad before the

appointed day and all extensions and further developments thereof.”

certain portions which were included in the 62-A (5) have been omitted. It appears to be a deliberate omission on the part of the Mover when he moved this. Though there is provision for agreement, this clause (5) should have been included and accepted. By refusing to comply with the facts that are existing, we will be creating a doubt in the minds of others that the Government of Mysore or the people of Mysore are wanting something as against the interest of others. It is just to prevent this, this clause has been put clearly, and if this clause along with the amendment which I have moved is accepted, then, there is no reason for any Government or any person to complain of. All disagreements can be solved regarding the maintenance, construction and development of this Project and this will guard the interest of all the persons concerned and there will be no room for any State Government to complain. So, I oppose the amendment that has been moved by Sri K. Hanumanthaiya.

Sri K. HANUMANTHAIYA.—Regarding the points raised by Sri Mulka Govinda Reddy, I do not wish to reply because he has taken a view which is at variance wholly from the interest of Mysore State.

Sri MULKA GOVINDA REDDY.—No, Sir, I protest.

Sri K. HANUMANTHAIYA.—Sir, as one of my friends correctly said, ‘where Andhras do not go to the extent, the Hon’ble Member does.’ Sir, a suggestion was made that this clause as well as the original clause may be left undecided. That would make us feel that we have taken no stand whatever. If our views are asked for on certain questions, we have to furnish them and we are sitting here for that purpose. If we do not say anything on the subject of Tungabhadra, at least the basis on

which we have to come to some agreement later, we would not be discharging our duty. What the amendment moved contemplates, Sir, is, it lays down certain general principles and leaves the rest of the matter for negotiation and settlement. If there is no settlement, Government of India, through the President, will decide the matter. These are the basis on which this clause is based. It is true that they are in full possession of all the relevant information. This Bill is being hurried through not only in the Madras Legislature but also in the Mysore Legislature and even the Parliament has to consider it expeditiously because they are committed to the date, namely 1st October, for the purpose of bringing the new Andhra State into existence. Therefore, we are not in a position now, circumstances have prevented us from doing so, to consider all aspects of the matter in detail. But there is no lacuna on that account. There is the field for negotiation and agreement. What ultimately should be the agreement should not be, and cannot be, the basis for discussions here and now. Therefore this amendment makes three things clear. The first point is that the ownership should lie with the respective Governments with reference to the portion of the Project within their respective territories. I do not say that there is any disagreement on that principle. The second is, the administration, management or the operation of the project: there also we do not give room for equivocation. Joint control and administration will make for what is called a system of diarchy which will not work smoothly. What every Government does in India or outside we have contemplated to do in this amendment. The administration, management and operation should lie with the State in which the portion of the Project lies. Therefore, we cannot grant extra territorial rights to a sister State, nor would they consider that proposition if it comes to them. I do not know why we should argue that

extra territorial rights should be conceded to the State of Andhra with reference to only Mysore State. Nowhere has it happened, nowhere should it happen. Of course the question of Central Government is a different proposition altogether, because under the Constitution there are provisions for the Central Government to arbitrate whenever there is inter-State dispute, whether financial or pertaining to irrigation and any other matter. In pursuance of these provisions, provision has been made in this amendment for the Government of India or the President acting under the concerned provisions of the Constitution. Therefore I see no reason whatever for not passing this amendment. In fact it is our duty to say what our views are in the matter to the Government of India so that the Parliament can take a decision having the actual views of the Mysore Government and the Andhra Government on the subject before them. Therefore I press the amendment and request the House to accept it.

Sri M. V. RAMA RAO.—I did not suggest that extra territorial rights should be granted to the State of Andhra. What I did say was that since the purpose of the Project is in its very nature extra territorial to the extent to which the Project lies in the area situated in Andhra, a joint administrative control would perhaps be inevitable. That is what I said. In fact, it is not my proposition at all that extra-territorial rights in Mysore should be granted to any State.

Sri S. R. NAGAPPA SETTY.—The project is situated in the Andhra State, it is said. But there is no project in the Andhra State.

Sri K. HANUMANTHAIYA.—Project means Tungabhadra Project. Even canals form part of the Project. That is the clarification.

Mr. SPEAKER.—The question is:

“That for Clause 62-A, the following shall be substituted.—

‘62-A. *Special provisions with regard to Tungabhadra Project.*

(MR. SPEAKER.)

(1) Ownership, and all rights in respect of the administration and operation of the Project in the transferred territory shall, on the appointed date, vest exclusively in the State of Mysore; and ownership, and all rights in respect of the administration and operation of the portion of the Project situated in the territories of the State of Andhra shall, on the appointed date, vest in the State of Andhra.

(2) Rights and liabilities of the State of Madras in relation to the Tungabhadra Project shall, on the appointed day, be the rights and liabilities of the States of Andhra and Mysore subject to such adjustments as may be made by agreement between the said States or, if no such agreement is reached within three years from the appointed day, as the President may by order determine:

Provided that the order so made by the President may be varied by any subsequent agreement entered into between the States of Andhra and Mysore.

(3) An agreement or order referred to in sub-section (2) shall, if there has been an extension or further development of the Project after the appointed day, provide also for the rights and liabilities of the States of Andhra and Mysore in relation to such extension or further development.

(4) The rights and liabilities referred to in sub-sections (2) and (3) shall mean—

- (a) the rights to receive and to utilise water which may be available for distribution as a result of the Project,
- (b) the rights to receive and to utilise the power generated as a result of the Project, and
- (c) the liabilities in respect of the construction and maintenance of the Project.

(5) In this section, the expression 'Tungabhadra Project' or 'the Project' means the project agreed to between the Government of Madras and the Government of Hyderabad before the appointed day and all extensions and further developments thereof."

*The motion was adopted.*

Sri MULKA GOVINDA REDDY.—My amendment should be put to the vote first, Sir.

Mr. SPEAKER.—Your amendment automatically falls. Sri Anantaram cannot move his amendment.

Sri MULKA GOVINDA REDDY.—I moved my amendment first and it should have been put to vote. That is my point, Sir.

Mr. SPEAKER.—But the Speaker has powers to put the amendment in any order he decides.

Sri K. HANUMANTHAIYA.—I hope Sir, it is not his case that if it had been put to vote first, he would have succeeded.

Mr. SPEAKER.—His apprehension is that you are before him.

I will now put the clause 62-A. The question is:

"That clause 62-A as amended stand part of the Bill."

*The motion was adopted.*

#### SPEAKER'S RULINGS.

- (1) PRIVILEGE MOTION IN RESPECT OF AN ARTICLE PUBLISHED IN THE 'BLITZ' ON 25TH JULY.

Mr. SPEAKER.—We will now go back to clause 50. Before we do that, I had promised to give my ruling regarding two matters. The first one is:

Sri K. Puttaswamy has given notice yesterday complaining of breach of privilege by reason of the publication of an article under the heading "LION AND THE HOWLING JACKALS" in the *Blitz* news-magazine of the